

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 85956448	NSW DAN:
vendor's agent	Edge Property Group Nigel Napoli nigel@edgepropertygroup.com.au		Phone:
co-agent	N/A		Fax:
vendor	C H WEBB BROS JOINERY PTY LTD		Ref:
vendor's solicitor	Albrecht Burrows Level 13 111 Elizabeth Street Sydney NSW 2000		Phone: 02 83192344 Fax: Ref: 21-0028
date for completion	42 days after the contract date (clause 15)	Email: amanda@albrechtburrows.com.au	
land	Apartment 1001/15 YOUNG ST SYDNEY NSW 2000 (Address, plan details and title reference) LOT 29 IN STRATA PLAN 102356 29/SP102356		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

<b>vendor</b> <hr/>	<b>witness</b> <hr/>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <b>GST AMOUNT (optional)</b>            The price includes            GST of: \$         </div>	
<b>purchaser</b> <hr/>	<b>witness</b> <hr/>
<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common	<input type="checkbox"/> in unequal shares
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21-0028    85956448	

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

**Tax information (the parties promise this is correct as far as each party is aware)**

**land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

## HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Bright & Duggan Strata Management  
PO Box 281 Crows Nest NSW 1585

Kristie Pike; Kristie.pike@bright-duggan.com.au  
02 9902 7100

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.



### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

## 1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
  - 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
  - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
  - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
  - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
  - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
  - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.



**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

# SPECIAL CONDITIONS

Dated this	Day of	2021
Between	C H Webb Bros Joinery Pty Ltd	(Vendor)
And		(Purchaser)
For	Apartment 1001 15 Young Street Sydney NSW	(the Property)

## General

1. If there is any inconsistency between any clause in the printed contract form and any SPECIAL CONDITION in this contract the SPECIAL CONDITION clause shall prevail.
2. In the event that any one or more items, conditions or provisions of this agreement are found or held to be unlawful or unenforceable at law, it, or they, shall be deemed to be void and severed from this agreement but all other terms, conditions and provisions of the agreement shall remain valid with full force and effect at law.
3. The rights and obligations of the parties will not merge on completion of this contract. All items, conditions, or provisions of this contract will have application after completion for as long as necessary to give effect to the operation of the item, condition or provision.

## The Contract

4. Delete Clause 7 of the printed form contract. Any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the printed form contract.

## The Cooling off Period

5. If this contract is subject to a cooling off period then the Purchaser shall pay to the Vendor the sum of \$220.00 for each extension to the cooling off period agreed, to cover the expenses incurred as a consequence of the delay before the contract is deemed unconditional. This amount is to be allowed by the Purchaser as an additional adjustment on completion.

## The Purchaser Accepts, Confirms, Warrants and Acknowledges

6. The Purchaser is not relying on any representation made by the Vendor or the Vendor's agent. The particulars noted in the Contract for Sale of Land are of a general nature only and the Purchaser acknowledges that they have made all necessary searches, inspections and enquiries in the matters noted or referred to and shall not make any objection, requisition, claim for compensation or delay

Signatures:

Vendor.....Purchaser.....



settlement in respect of any matter noted or referred to or any misdirection of such matters.

7. The Purchaser purchases the property in its present condition and state of repair and subject to any infestation and dilapidation, and subject to reasonable wear and tear, and to all faults and defects both latent and patent, and subject to all existing services, if any, and will make no requisition, objection or claim for compensation in relation to suitability, quality, or sufficiency.
8. The Purchaser must not take any action, make any requisition, or claim for compensation, nor delay settlement in respect of, or by reason of compliance with the terms of an approval, consent, or permission in connection with, or required for use of, the land or any part of the land, or any breach of regulations relating to any improvements erected on the land.
9. The Purchaser acknowledges awareness that if there is a swimming pool on the property, the Vendor is unaware whether the said pool complies with the regulations of the *Swimming Pool Act, 1992*. The Purchaser acknowledges that it shall not be entitled to make any objections, requisitions, and claim for compensation or delay completion arising from any non-compliance with the *Swimming Pool Act, 1992*.

#### **Right to Rescission**

10. Should either party prior to completion die or become mentally ill, the other party may rescind the Contract and the provisions of Clause 19 shall apply provided the right to rescind herein is exercised within fourteen (14) days of the party exercising the right receiving notice in writing of the happening of an event giving rise to the right. Such notice must specify the ground and the facts giving rise to the right.

#### **Default**

11. Should the Purchaser prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolved to go into liquidation or have a petition for the winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Law or should a liquidator, receiver or official manager be appointed, then the Purchaser shall be deemed to be in default of this Contract and the provisions of Clause 9 of the Contract shall apply.

#### **Delayed Completion**

12. If completion of this Contract has not been affected by the completion date then either party may give the other party a notice in writing requiring completion to be effected on or before a date two (2) weeks after the date of the notice and making

Signatures:

Vendor.....Purchaser.....

time of the essence. If the Vendor issues the Notice to Complete then the Purchaser shall allow the Vendor at Settlement an additional adjustment of \$440.00. This payment is an essential term of this Contract.

13. If the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow the Vendor as an additional adjustment at settlement the sum of \$330.00 for each settlement booking that is subsequently cancelled or instance where the Purchaser fails to settle.
14. If the Purchaser fails to complete the purchase by the completion date or agreed date of settlement then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies, interest on the balance calculated at the rate of 10% per annum computed from the expiration of the completion date or agreed date of settlement to the date that completion takes place. Payment of interest in accordance with this condition is an essential term of this contract. This clause does not apply if the failure of the Purchaser to complete on the date stipulated for completion is caused solely by the Vendor.

#### **The Real Estate Agent**

15. The Purchaser warrants that they were not introduced to either the property or the Vendor by any Real Estate Agent other than the Agent specified in this contract and agrees to indemnify the Vendor in respect of any claim for commission, costs and expenses which may be incurred by the Vendor arising out of any breach of this warranty. This condition will not merge on Completion of this Contract but subsist independently for the benefit of the Vendor.

#### **Release of Deposit**

16. The Purchaser acknowledges that the full deposit paid may be released to the Vendor to be utilised by the Vendor as a deposit payable on entering into a Contract for Sale of Land to purchase property and if necessary for the payment of stamp duty on said property. The Deposit Holder is authorised to release the deposit to the Vendor on receiving written advice from the Vendor or the Vendor's Solicitor as to details for the proposed purchase by the Vendor notwithstanding that confirmation has not been received from the Purchaser. The Purchaser will, if requested by the Vendor or the Vendor's Solicitor, provide written confirmation to the Stakeholder to release the deposit to the Vendor. If the deposit is released to the Vendor then the Vendor's Solicitor must notify the Purchaser's solicitor of the details of where the deposit is to be held and the deposit shall not be further released before completion.
17. The release of deposit funds in accordance with SPECIAL CONDITION 16 shall not alter the Purchaser's rights regarding deposit monies.

#### **Payment of Deposit**

Signatures:

Vendor.....Purchaser.....

18. Notwithstanding any other correspondence issuing from any person, agent or representative, the deposit payable pursuant to this contract is equivalent to 10% of the purchase price. The parties may agree that the total 10% deposit payable is paid in instalments with an agreed amount payable on the date of this contract and the balance of 10% deposit payable on either completion of the contract or the date on which the Vendor terminates the contract due to default by the Purchaser.

### **The Consumer Credit Code**

19. The Purchaser confirms and warrants to the Vendor that they EITHER have sufficient finance to complete the purchase and will not require a loan for this purpose, OR they have obtained loan approval to complete the purchase and do not intend to rely on the provisions of the Consumer Credit Code which all parties agree do not apply to this agreement.

### **Requisitions**

20. The Vendor will not be required to answer requisitions on title that are not in the form annexed hereto.

### **Pexa**

21. If settlement takes place through the PEXA workspace no separate "cheque direction" will be provided. All amounts required for settlement will be entered into the PEXA workspace and will be sufficient evidence of distribution of settlement proceeds.

### **Foreign Investment Review Board Approval**

22. The Purchase warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the Foreign Acquisition and Take-Overs Act 1975 ("the Act") it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

### **GST**

23. In the event of the Vendor becoming liable for GST due to the Purchaser's use of the property then the Purchaser agrees to pay to the Vendor the amount of the GST

Signatures:

Vendor.....Purchaser.....

payable including any additional penalty and interest, within 14 days of the liability arising. If the Purchaser is entitled to an input tax credit then the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST act and Regulations.

#### **Guarantee for Corporate Purchaser**

24. In consideration of the Vendor contracting with the Corporate Purchaser the Guarantor(s) guarantee the performance by the Purchaser of all obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing obligations under this contract for whatever reason.
25. The Vendor may seek to recover any loss from the Guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owed to the Vendor.
26. This Guarantee is binding on the Guarantors, their executors, administrators and assignors and the benefit of the Guarantee is available to any assignee of the benefit of this contract by the Vendor.

.....  
**Guarantor Name**

**Guarantor Signature**

.....  
**Witness Name**

**Witness Signature**

Signatures:

Vendor.....Purchaser.....



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 29/SP102356

SEARCH DATE	TIME	EDITION NO	DATE
4/8/2021	4:58 PM	2	7/5/2021

LAND

LOT 29 IN STRATA PLAN 102356  
AT SYDNEY  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

C H WEBB BROS JOINERY PTY LTD (T AR28816)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102356

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102356

SEARCH DATE	TIME	EDITION NO	DATE
4/8/2021	4:58 PM	1	9/4/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102356  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYDNEY  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ST JAMES COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP102356

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102356  
ADDRESS FOR SERVICE OF DOCUMENTS:  
15 YOUNG STREET  
SYDNEY NSW 2000

SECOND SCHEDULE (44 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 2 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 4 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1259000
- 5 F125582 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 6 DP1257872 EASEMENT FOR ACCESS & CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1257956 EASEMENT FOR ACCESS AND CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1258999 EASEMENT FOR ACCESS AND CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1258999 EASEMENT FOR LIGHT AND AIR AND BUILDING MAINTENANCE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1258999 EASEMENT FOR ENCROACHING STRUCTURE(S) VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1258999 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 12 DP1258999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP102356

PAGE 2

## SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 13 DP1258999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1258999 EASEMENT FOR USE OF FIRE STAIRS AND EGRESS AFFECTING  
THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1258999 EASEMENT FOR USE OF FIRE STAIRS AND EGRESS  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1258999 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE  
OF THE LAND ABOVE DESCRIBED
- 17 DP1258999 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 18 DP1258999 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 19 DP1258999 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 20 DP1258999 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING  
THE WHOLE OF THE LAND ABOVE DESCRIBED
- 21 DP1258999 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 22 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED  
WITH AQ872512
- SP102353 THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE  
THE STRATA MANAGEMENT STATEMENT S.108 STRATA  
SCHEMES DEVELOPMENT ACT 2015
- 23 DP1259000 EASEMENT FOR ACCESS AND CONSTRUCTION AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 24 DP1259000 EASEMENT FOR ACCESS AND CONSTRUCTION APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 25 DP1259000 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE  
OF THE LAND DESCRIBED
- 26 DP1259000 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 27 DP1259000 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 28 DP1259000 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 29 DP1259000 EASEMENT FOR ACCESS TO SHARED FACILITIES AFFECTING  
THE WHOLE OF THE LAND ABOVE DESCRIBED
- 30 DP1259000 EASEMENT FOR ACCESS TO SHARED FACILITIES APPURTENANT  
TO THE LAND ABOVE DESCRIBED
- 31 DP1259000 EASEMENT FOR USE OF FIRE STAIRS AND EGRESS AFFECTING  
THE WHOLE OF THE LAND ABOVE DESCRIBED
- 32 DP1259000 EASEMENT FOR USE OF FIRE STAIRS AND EGRESS  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 33 DP1259000 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP102356

PAGE 3

## SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- NUMBERED (6) IN THE S.88B INSTRUMENT
- 34 DP1259000 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35 DP1259000 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 36 DP1259000 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 37 DP1259000 EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 38 DP1259000 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 39 DP1259000 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
- 40 DP1259000 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
- 41 DP1259000 EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 42 DP1259000 POSITIVE COVENANT REFERRED TO AND NUMBERED (38) IN THE S.88B INSTRUMENT
- 43 AQ877467 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING COPORATION PREMISES S.79607 (P) TOGETHER WITH RIGHT OF WAY (AA) AND EASEMENT FOR ELECTRICITY WORKS (AB), (AC) AND (AE) IN DP1269129. EXPIRES: 29/9/2070. OPTION OF RENEWAL: 25 YEARS.
- 44 SP102356 RESTRICTION(S) ON THE USE OF LAND

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

## STRATA PLAN 102356

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 219	2	- 260	3	- 162	4	- 171
5	- 100	6	- 159	7	- 258	8	- 279
9	- 165	10	- 168	11	- 129	12	- 162
13	- 375	14	- 390	15	- 104	16	- 171
17	- 166	18	- 533	19	- 385	20	- 163
21	- 175	22	- 147	23	- 200	24	- 395
25	- 411	26	- 110	27	- 157	28	- 196
29	- 848	30	- 1041	31	- 181	32	- 122
33	- 156	34	- 210	35	- 449	36	- 416

END OF PAGE 3 - CONTINUED OVER

21-0028

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FOLIO: CP/SP102356

PAGE 4

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

## STRATA PLAN 102356

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 138	38	- 129				

## NOTATIONS

NOTE: REFER ALL DEALINGS TO SD2

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

21-0028

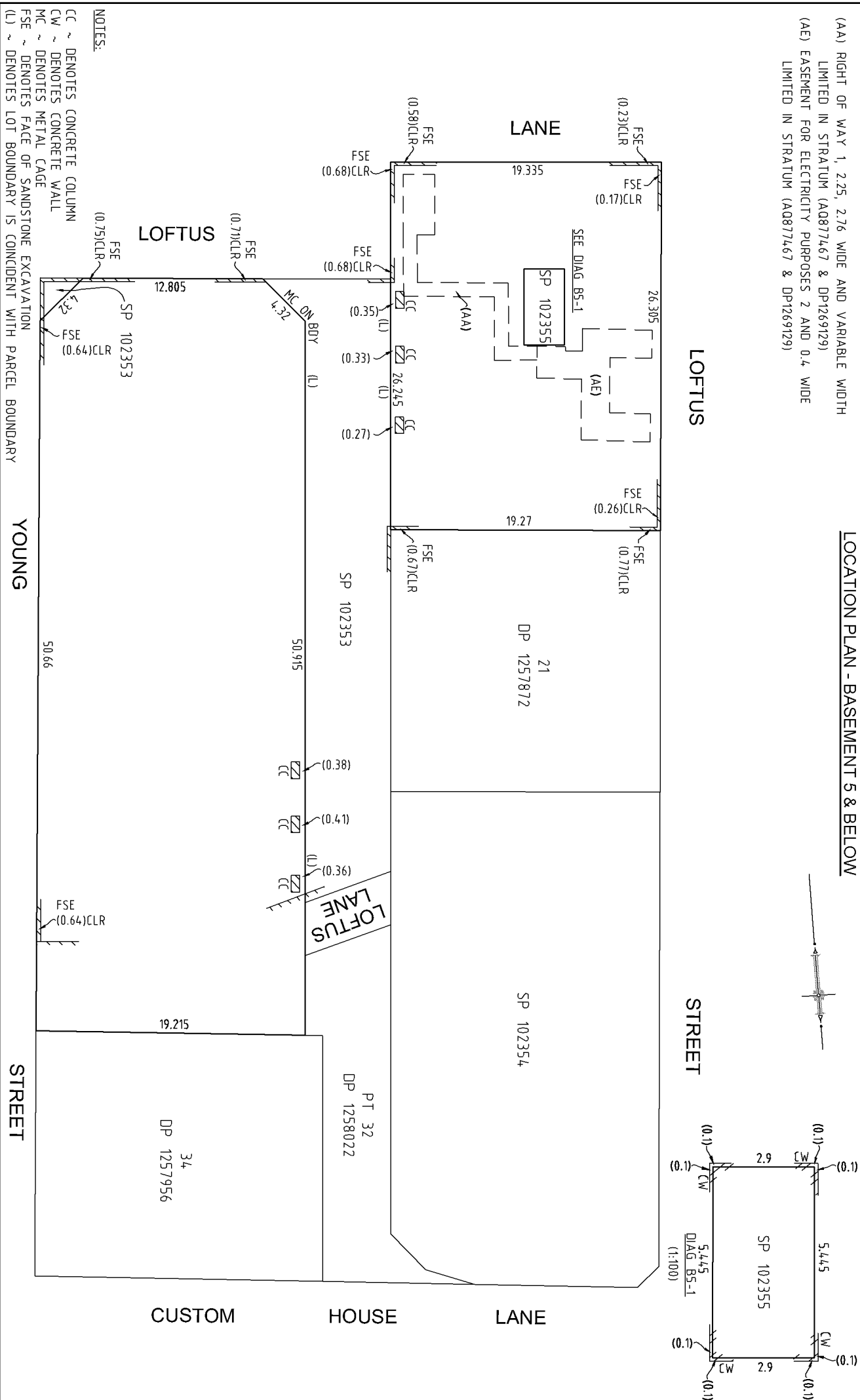
PRINTED ON 4/8/2021



**PLANFORM 1 (A3)**

(AA) RIGHT OF WAY 1, 2.25, 2.76 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (A0877467 & DP1269129)  
(AE) EASEMENT FOR ELECTRICITY PURPOSES 2 AND 0.4 WIDE LIMITED IN STRATUM (A0877467 & DP1269129)

## LOCATION PLAN - BASEMENT 5 & BELOW



NOTES:

CC ~ DENOTES CONCRETE COLUMN  
CW ~ DENOTES CONCRETE WALL  
MC ~ DENOTES METAL CAGE  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
(L) ~ DENOTES LOT BOUNDARY IS COINCIDENT WITH PARCEL BOUNDARY

YOUNG

STREET

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Registered

Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021

Locality : SYDNEY  
Reduction Ratio 1: 250



9.4.2021

SP102356

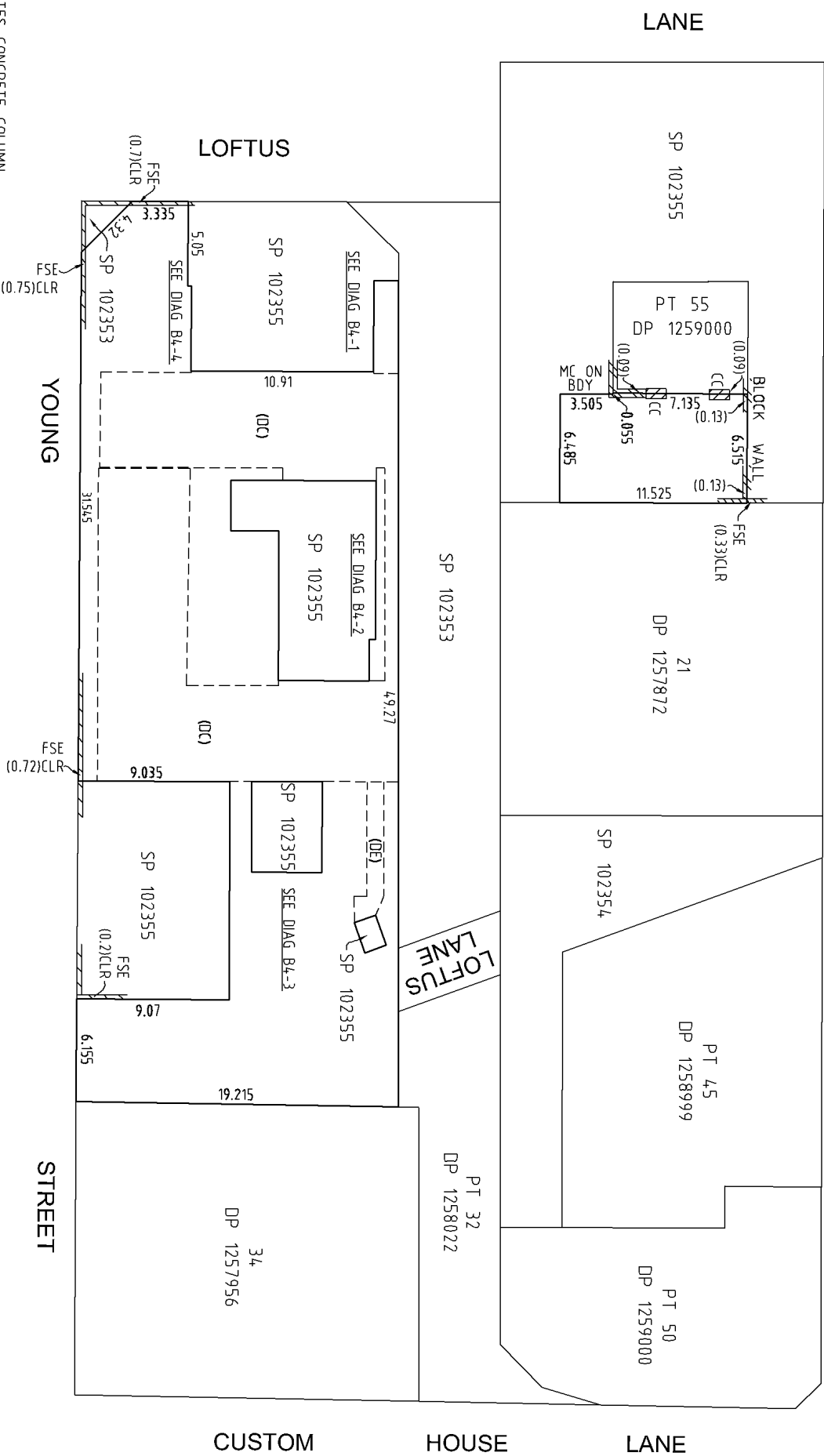
(DE) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000).

## LOCATION PLAN - BASEMENT 4



LOFTUS

STREET



NOTES:

CC ~ DENOTES CONCRETE COLUMN  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
MC ~ DENOTES METAL CAGE

SURVEYOR

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Registered

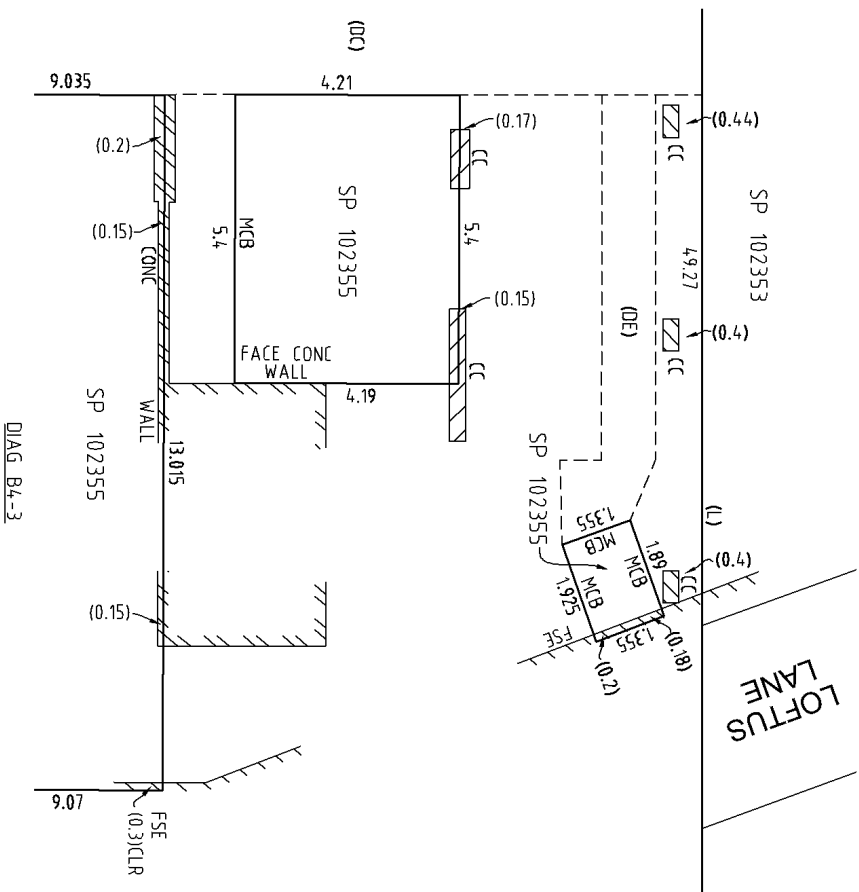
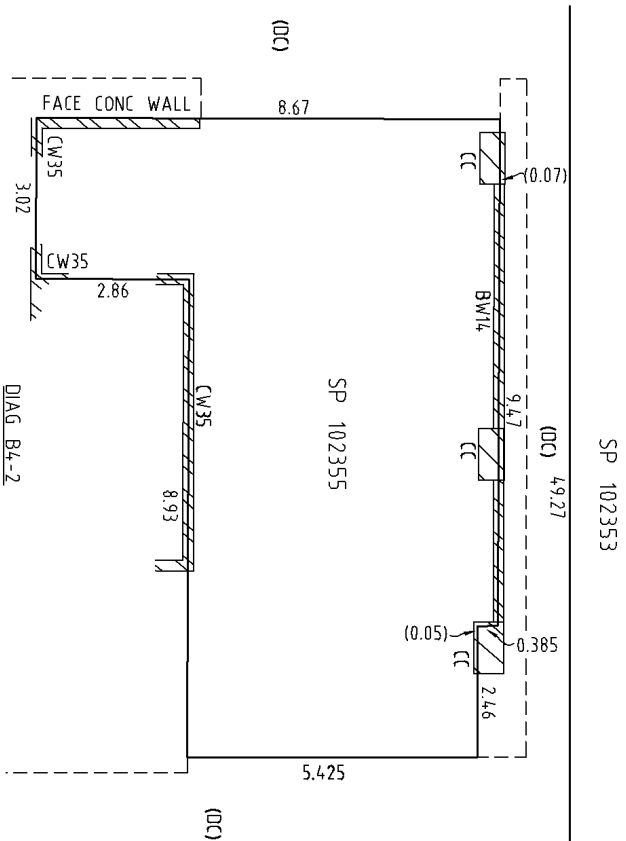
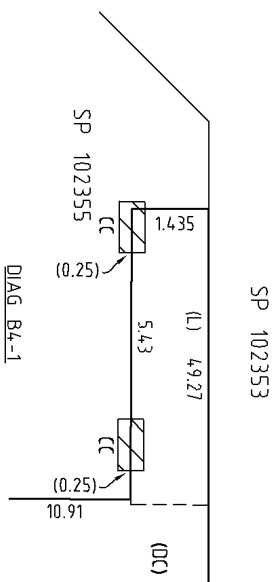
9.4.2021

SP102356

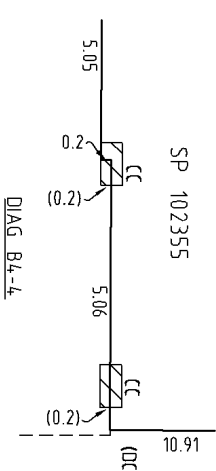
SEE SHEET 4 FOR DIAGRAMS

(DC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)  
 (DE) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)

LOCATION PLAN - BASEMENT 4



NOTES:  
 CC ~ DENOTES CONCRETE COLUMN  
 BW14 ~ DENOTES BODY IS CENTRE OF 0.14 WIDE BLOCK WALL  
 CW35 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL  
 FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
 MCB ~ DENOTES METAL CAGE ON BODY  
 (L) ~ DENOTES LOT BOUNDARY IS COINCIDENT WITH PARCEL BOUNDARY



SURVEYOR		PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000		LGA: SYDNEY		Registered		SP102356	
Name: MARQUES DANIEL VICENTE				Locality: SYDNEY					
Date: 27-01-2021				Reduction Ratio 1: 100					
Surveyor's Reference: 41595 031SP				Lengths are in metres.					



(DC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)  
(DE) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)

LOCATION PLAN - BASEMENT 3



LOFTUS

STREET

LANE

SP 102355

PT 55  
DP 1259000

PT 52  
DP 1259000

SEE DIAG B3-2

21

DP 1257872

SP 102354

SP 102354

SP 102354

PT 45  
DP 1258999

PT 50  
DP 1259000

SP 102353

LOFTUS  
LANE

PT 32  
DP 1258022

LOFTUS

SEE SHEET 6

(DC)

SP 102354

SP 102355

SP 102353

YOUNG

SP 102354

PT 55  
DP 1259000

SEE DIAG B3-1

PT 54  
DP 1259000

34  
DP 1257956

STREET

CUSTOM

HOUSE

LANE

SEE SHEET 6 FOR DIAGRAMS

SURVEYOR

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1: 250

Lengths are in metres.

Registered

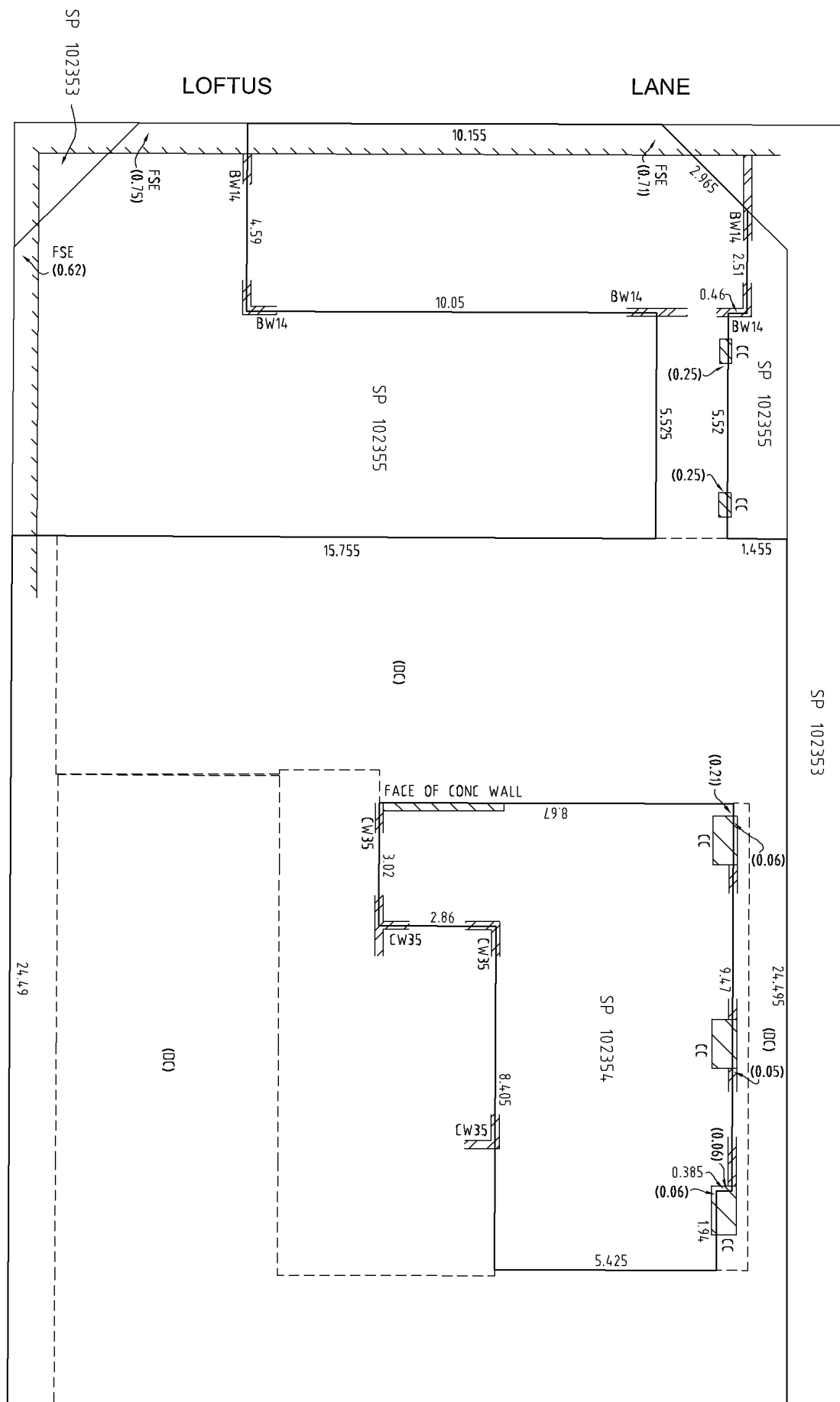
9.4.2021



SP102356

(DC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)

LOCATION PLAN - BASEMENT 3



NOTES:

CC ~ DENOTES CONCRETE COLUMN  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
BW14 ~ DENOTES BOLD IS CENTRE OF 0.14 WIDE BLOCK WALL  
CW35 ~ DENOTES BOLD IS CENTRE OF 0.35 WIDE CONCRETE WALL

YOUNG

STREET

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021  
Surveyor's Reference: 41595 031SP

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 100  
Lengths are in metres.

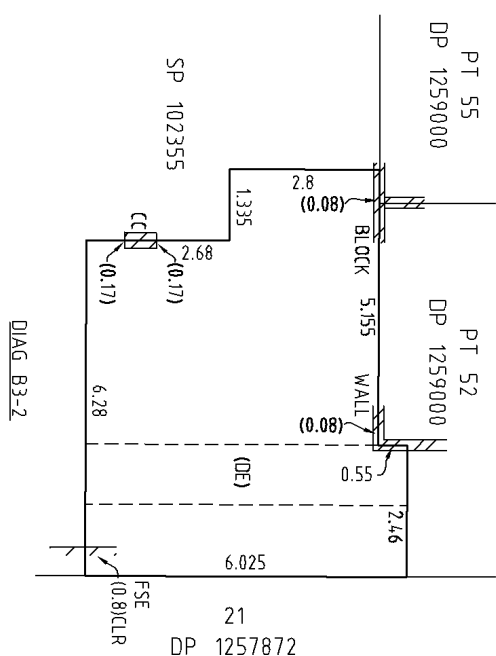
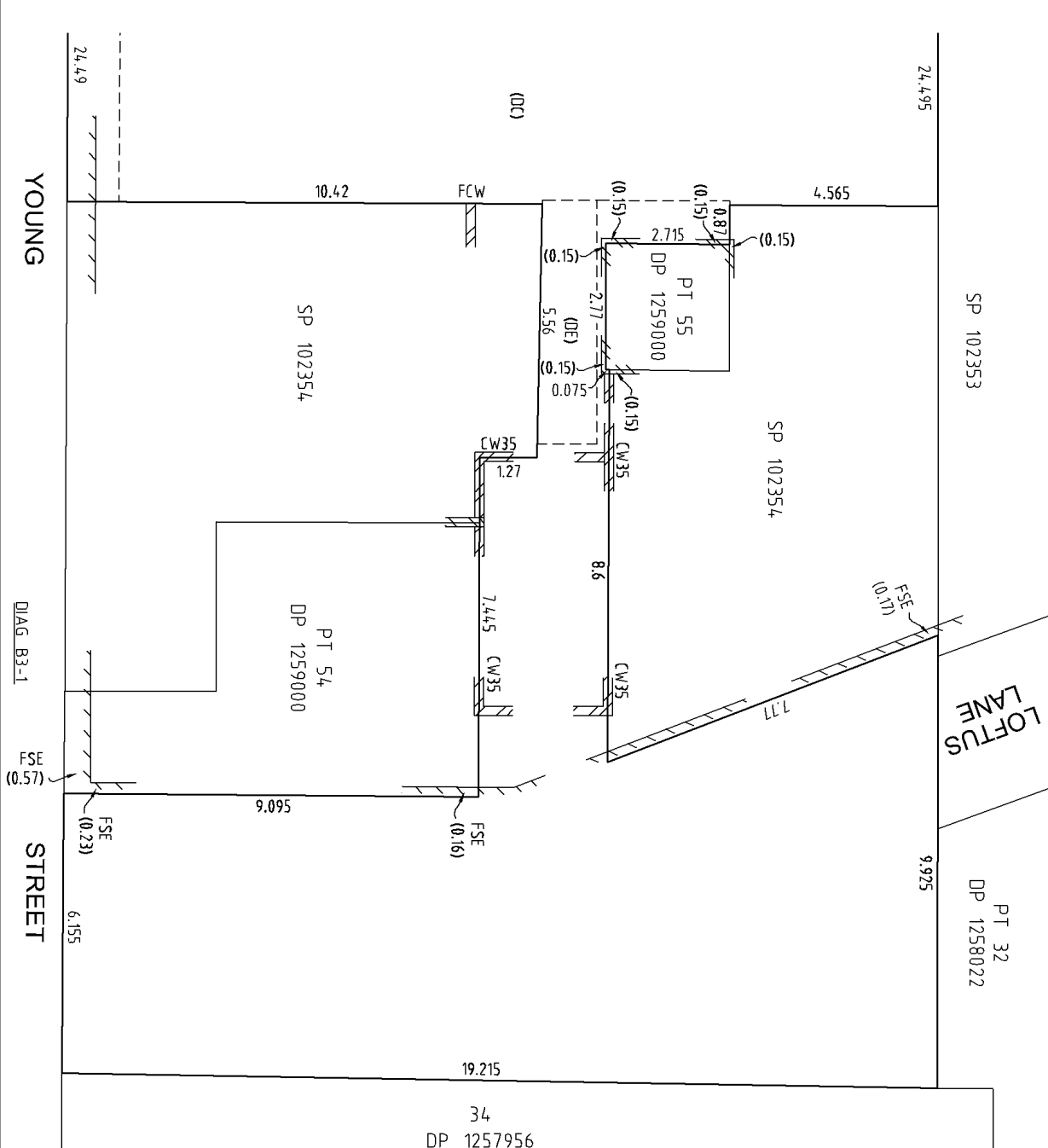


Registered  
9.4.2021

SP102356

(DC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)  
(DE) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)

LOCATION PLAN - BASEMENT 3



NOTES:

CC ~ DENOTES CONCRETE COLUMN  
FCW ~ DENOTES FACE OF CONCRETE WALL  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
CW35 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021  
Surveyor's Reference: 41595 031SP

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 100  
Lengths are in metres.

Registered



9.4.2021

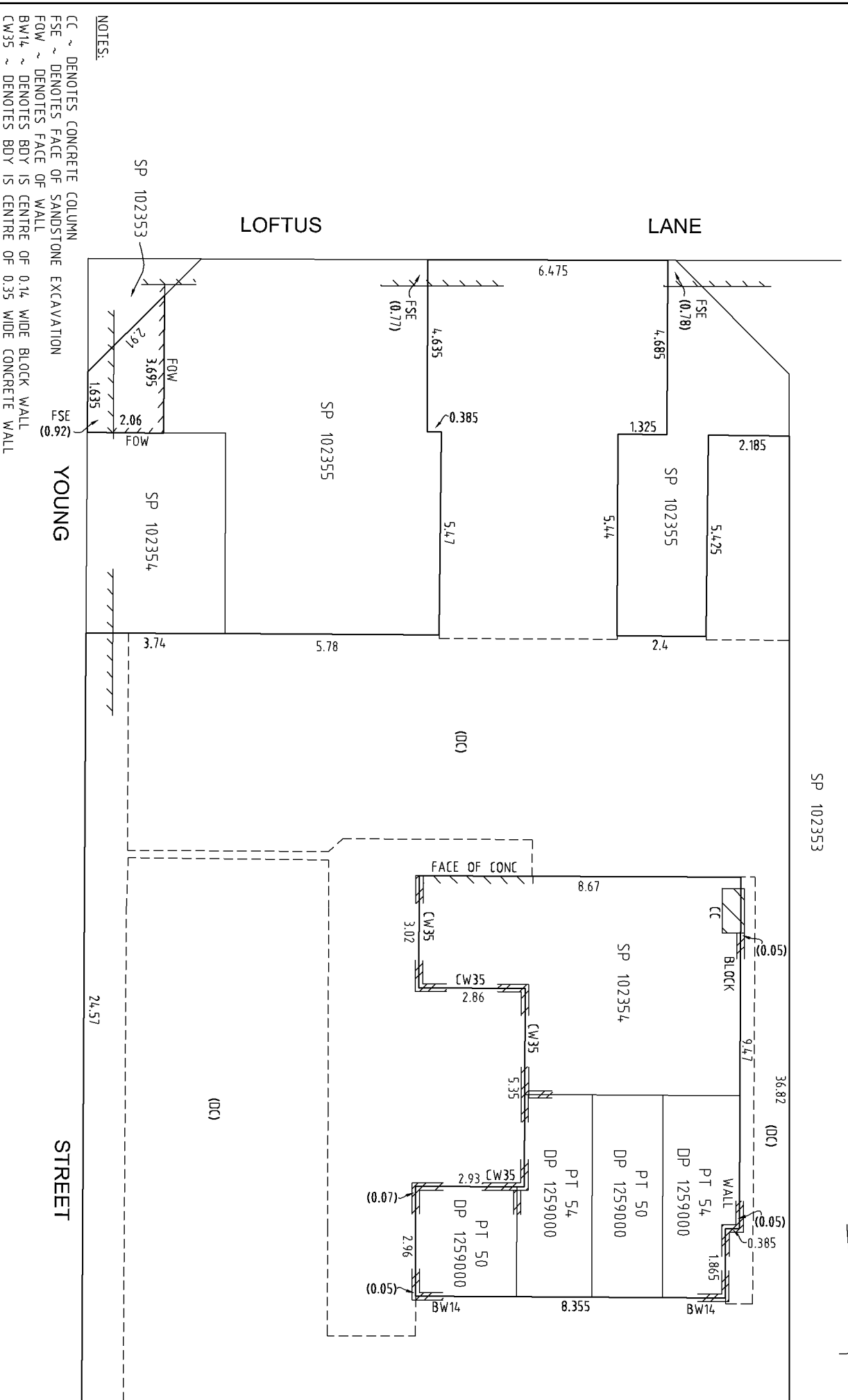
SP102356





SP102356

## Sheet 9 of 32 sheet(s)

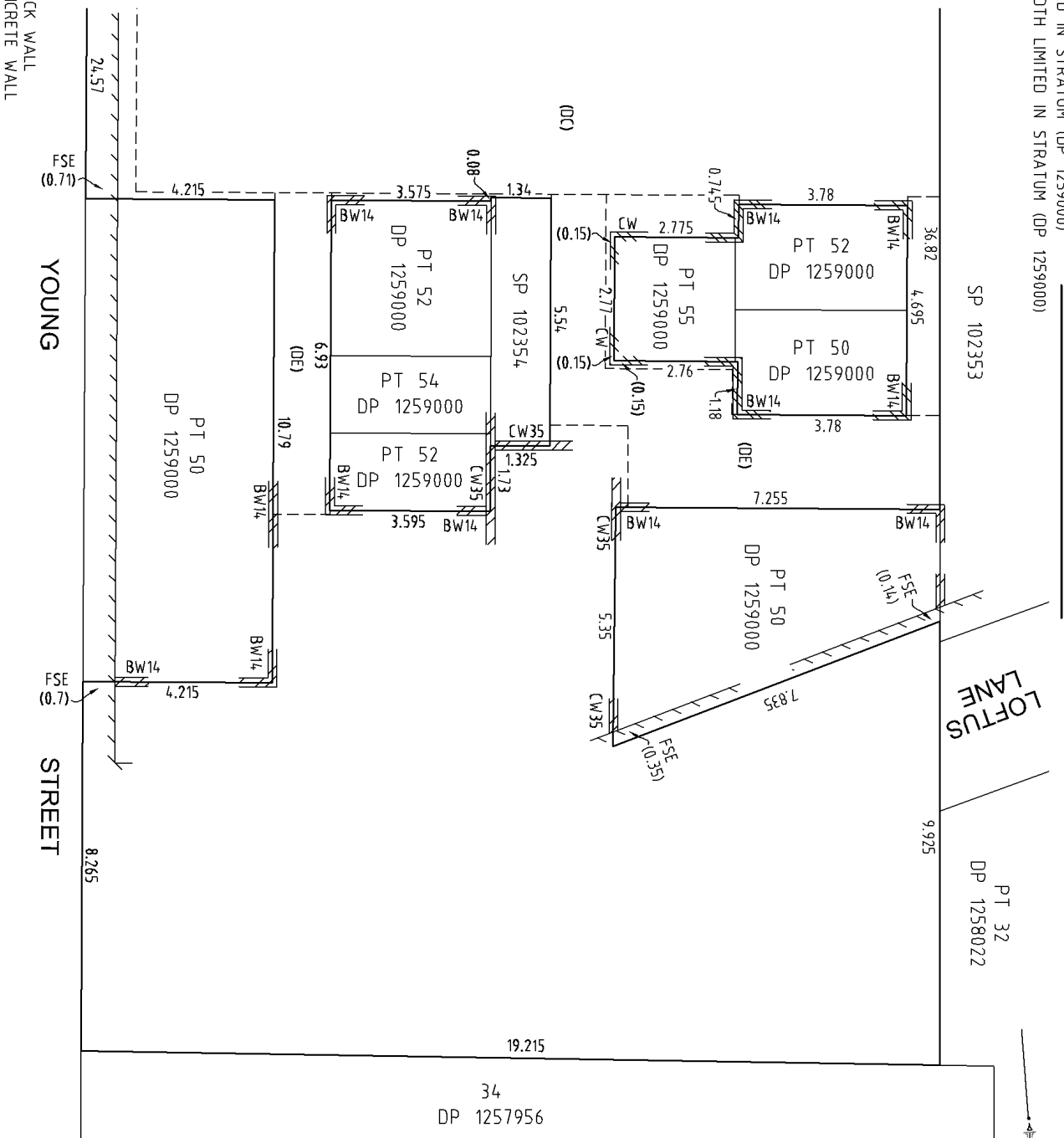


SP102356

## PLAN FORM 1 (A3)

10 (DC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 12590000)  
(DE) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH LIMITED IN STRATUM (DP 12590000)

## LOCATION PLAN - BASEMENT 2



NOTES:

CW ~ DENOTES CONCRETE WALL  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
BW14 ~ DENOTES BDY IS CENTRE OF 0.14 WIDE BLOCK WALL  
CW35 ~ DENOTES BDY IS CENTRE OF 0.35 WIDE CONCRETE WALL

## SURVEYOR

Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021  
Surveyor's Reference: 41595 031SP

## PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Reduction Ratio 1: 100  
Lengths are in metres.

Registered

9.4.2021

SP102356

## STREET



CP ~ COMMON PROPERTY  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEET 12 FOR DIAGRAMS

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Registered

Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021

Locality: SYDNEY  
Reduction Ratio 1: 250

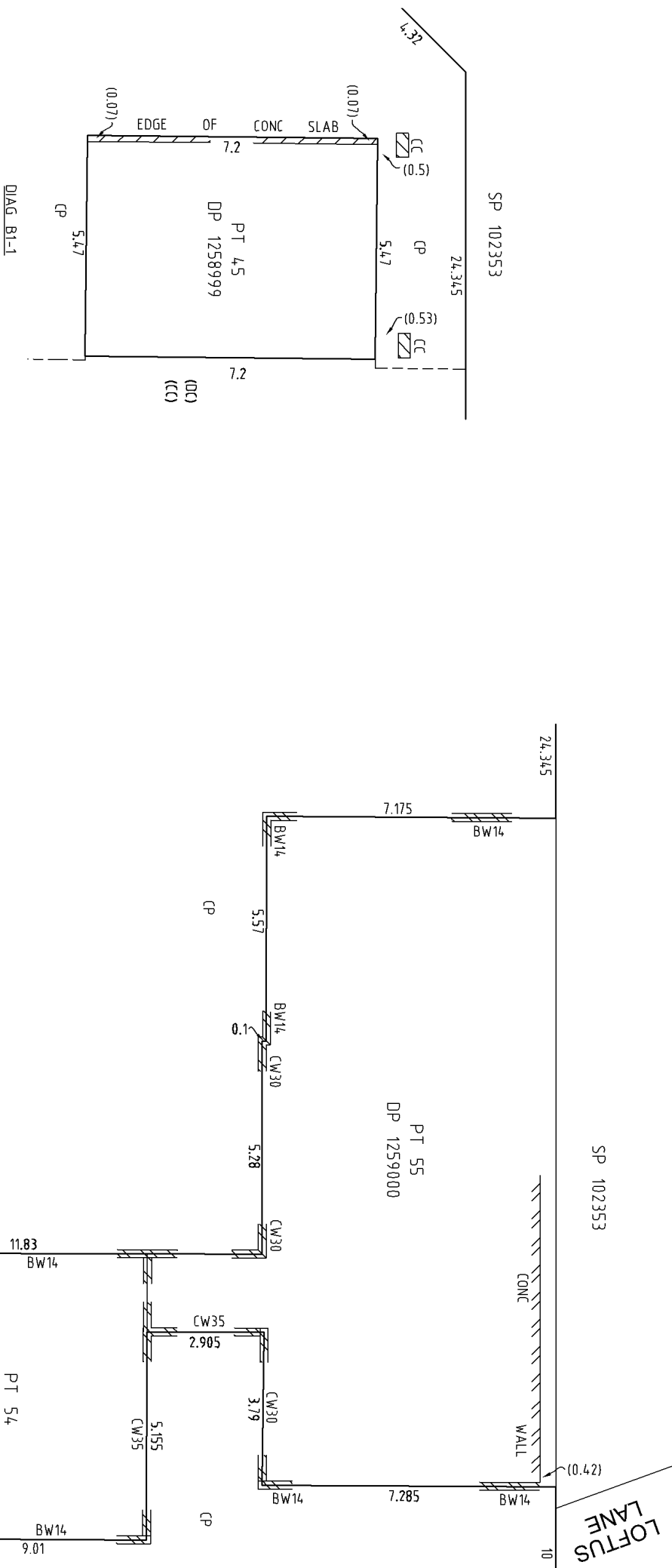


9.4.2021

SP102356

(CC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1258999)  
 (DC) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1259000)

**LOCATION PLAN - BASEMENT 1**  
 NO FLOOR PLAN EXISTS FOR BASEMENT 1  
 AS IT CONSISTS OF COMMON PROPERTY ONLY



**NOTES:**

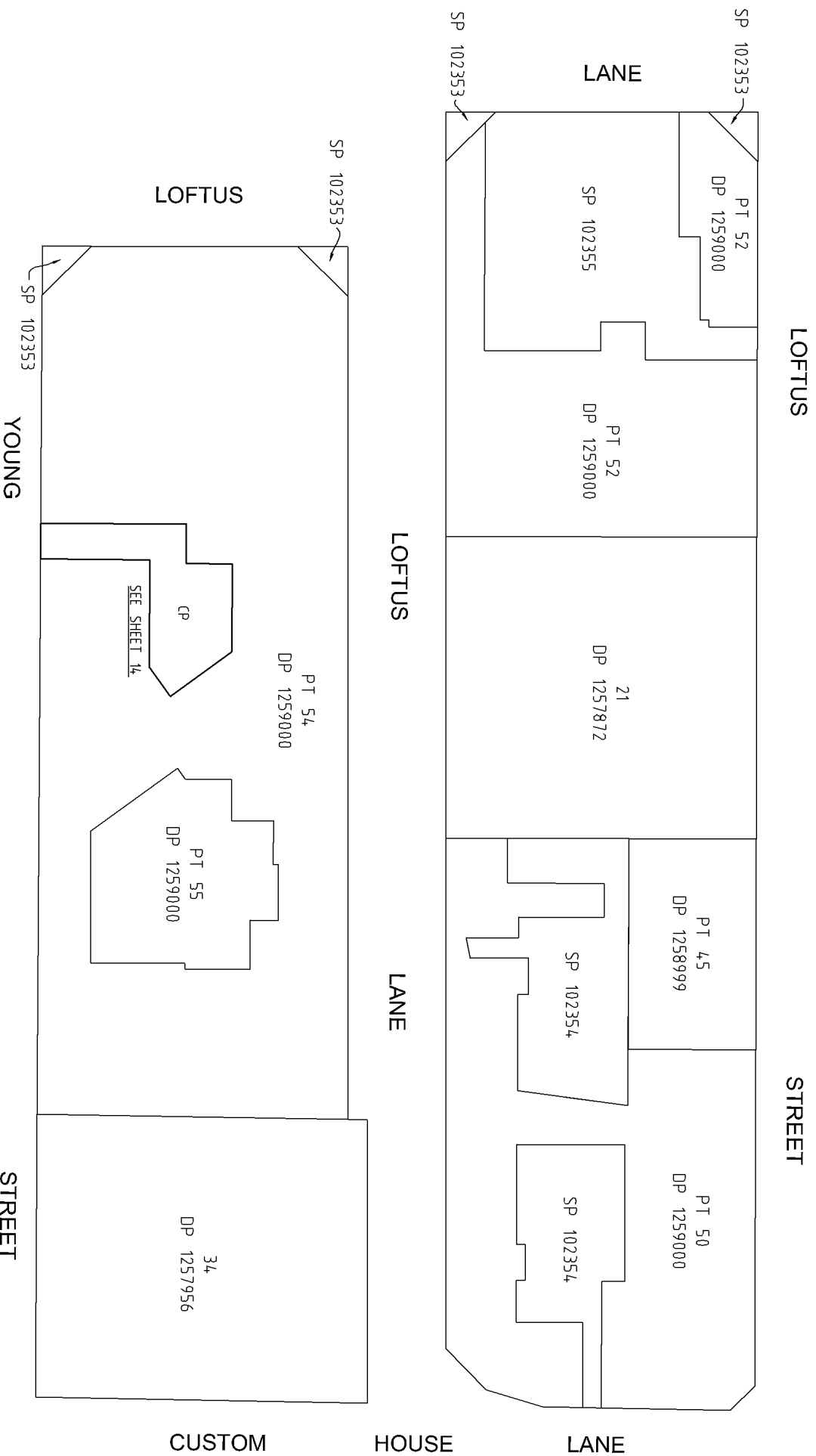
- CP ~ COMMON PROPERTY
- CC ~ DENOTES CONCRETE COLUMN
- BW14 ~ DENOTES BODY IS CENTRE OF 0.14 WIDE BLOCK WALL
- CW30 ~ DENOTES BODY IS CENTRE OF 0.3 WIDE CONCRETE WALL
- CW35 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL

SURVEYOR		PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000		LGA: SYDNEY		Registered		SP102356	
Name: MARQUES DANIEL VICENTE				Locality: SYDNEY					
Date: 27-01-2021				Reduction Ratio 1: 100					
Surveyor's Reference: 41595 031SP				Lengths are in metres.					



## LOCATION PLAN - GROUND FLOOR

NO FLOOR PLAN EXISTS FOR GROUND FLOOR  
AS IT CONSISTS OF COMMON PROPERTY ONLY



## NOTES:

CP ~ COMMON PROPERTY

## SURVEYOR

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

## PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1: 250

Lengths are in metres.

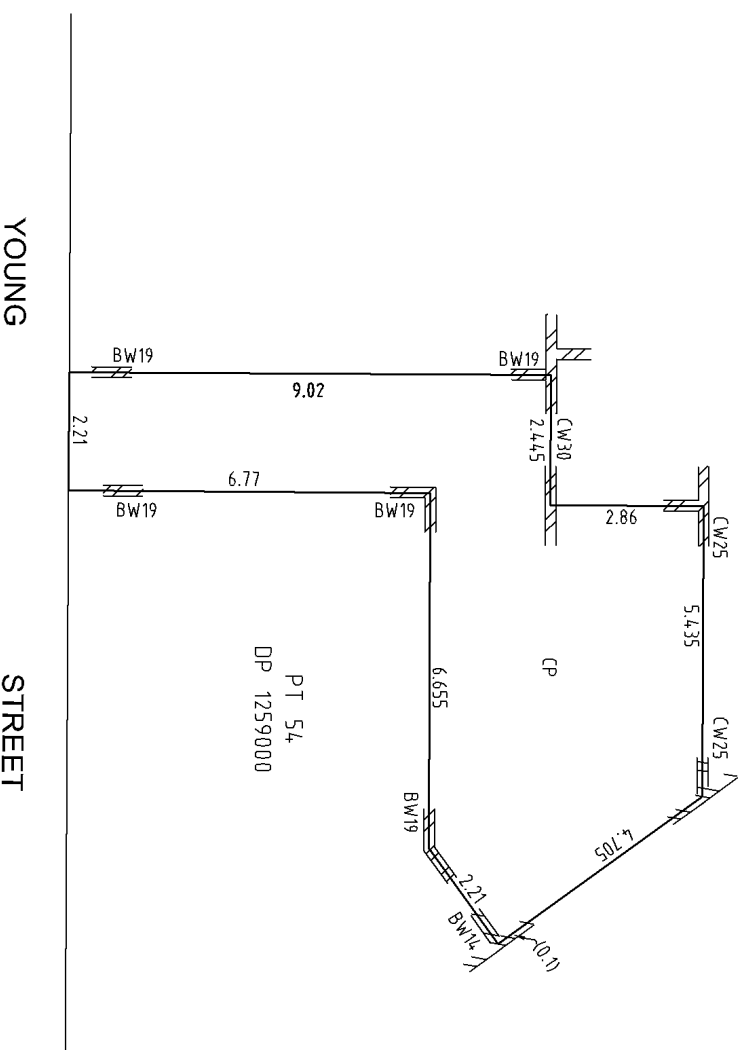
Registered

9.4.2021

SP102356

## LOCATION PLAN - GROUND FLOOR

NO FLOOR PLAN EXISTS FOR GROUND FLOOR  
AS IT CONSISTS OF COMMON PROPERTY ONLY



NOTES:

CP ~ COMMON PROPERTY  
BM14 ~ DENOTES BOY IS CENTRE OF 0.14 WIDE BLOCK WALL  
BW19 ~ DENOTES BOY IS CENTRE OF 0.19 WIDE BLOCK WALL  
CW25 ~ DENOTES BOY IS CENTRE OF 0.25 WIDE CONCRETE WALL  
CW30 ~ DENOTES BOY IS CENTRE OF 0.3 WIDE CONCRETE WALL

## PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021  
Surveyor's Reference: 41595 031SP

Surveyor's Reference: 41595 031SP

LGA: SYDNEY

Locality: SYDNEY  
Reduction Ratio 1: 100  
Lengths are in metres.

Registered

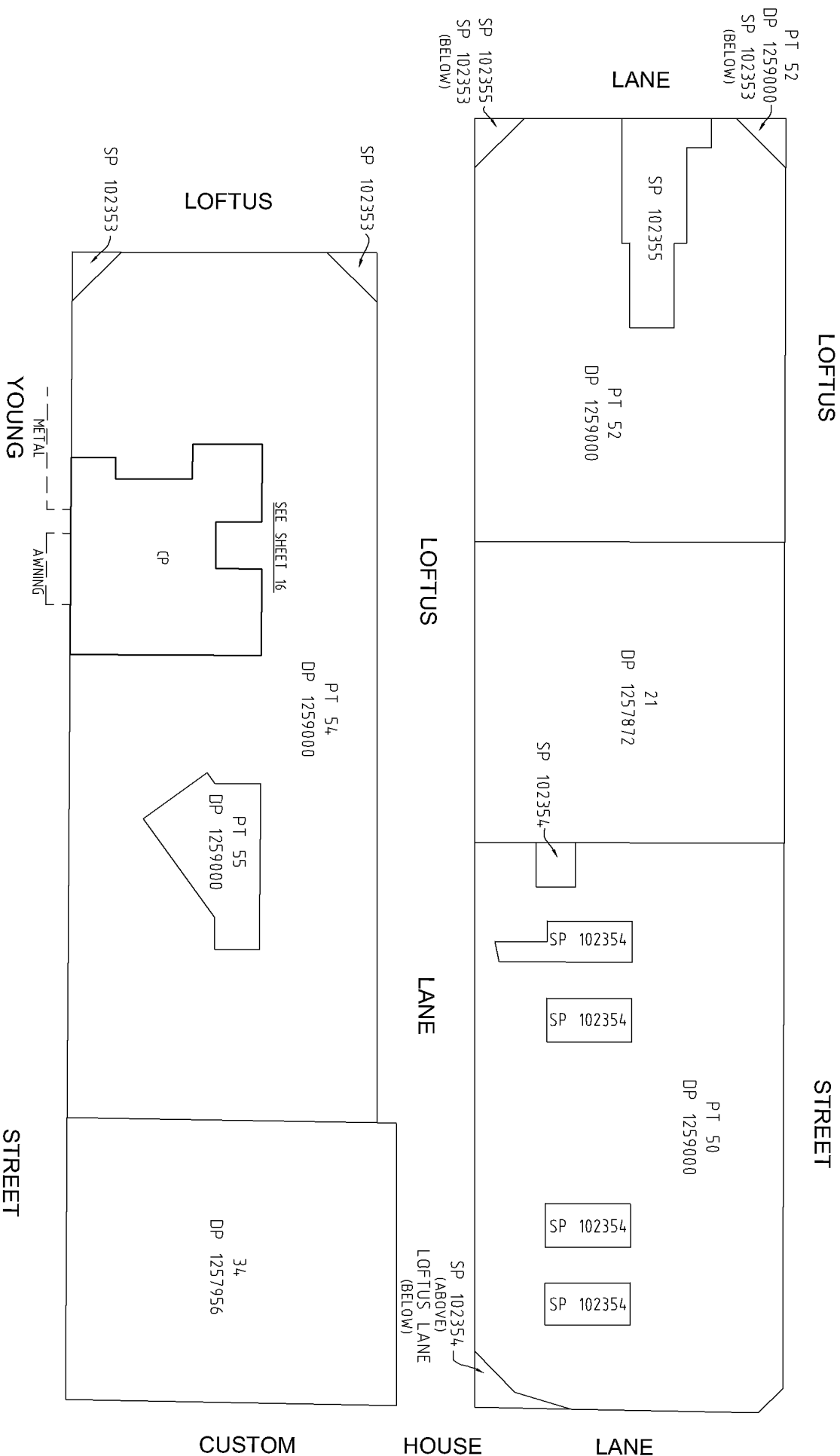


9.4.2021

SP102356


LOCATION PLAN - LEVEL 1

NO FLOOR PLAN EXISTS FOR LEVEL 1  
AS IT CONSISTS OF COMMON PROPERTY ONLY



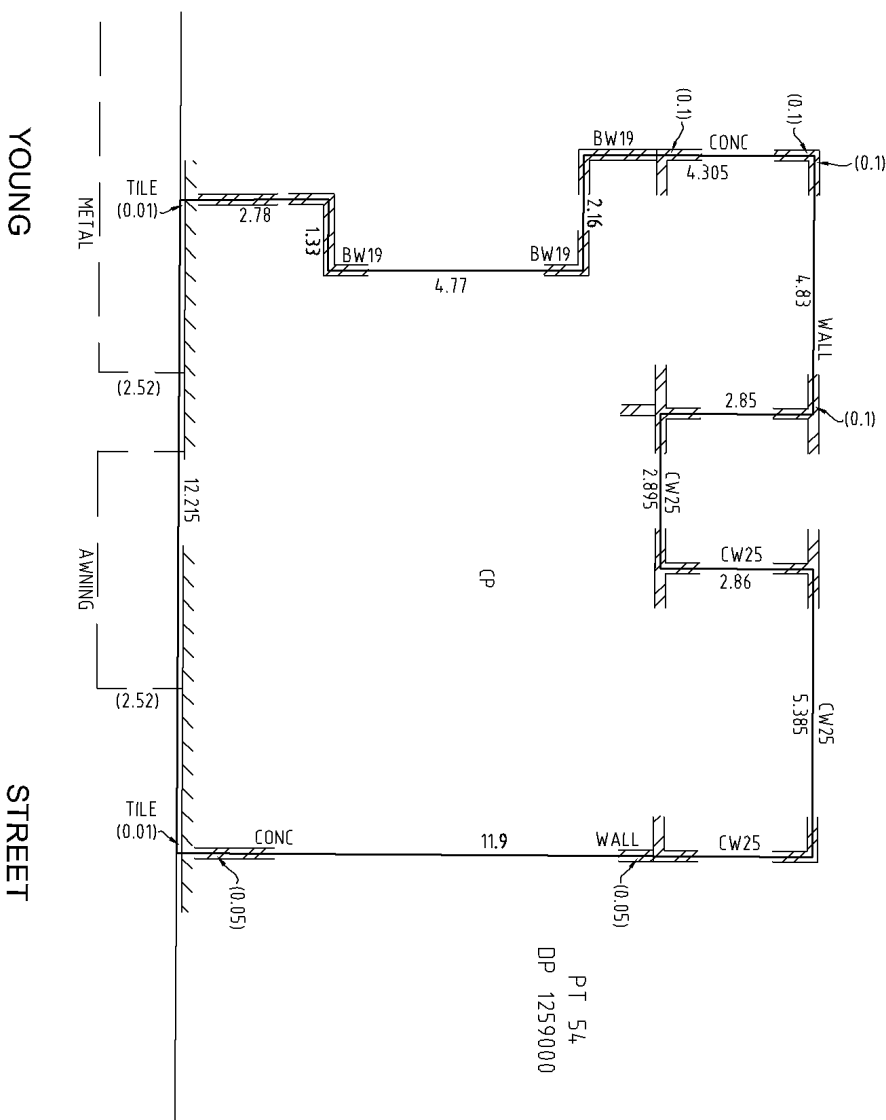
NOTES:

CP ~ COMMON PROPERTY

<p>SURVEYOR Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP</p>	<p>PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000</p>	<p>LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 250 Lengths are in metres.</p>	<p>Registered  9.4.2021</p>	<p>SP102356</p>
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**LOCATION PLAN - LEVEL 1**  
 NO FLOOR PLAN EXISTS FOR LEVEL 1  
 AS IT CONSISTS OF COMMON PROPERTY ONLY



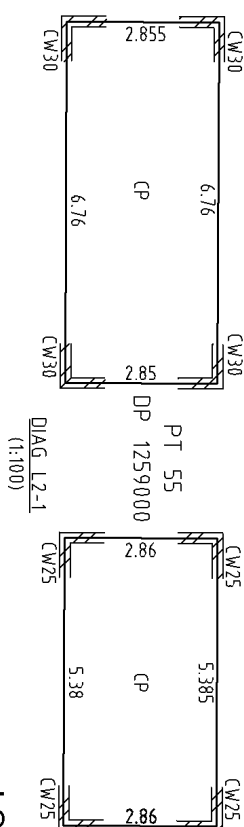
**NOTES:**

CP ~ COMMON PROPERTY  
 BW19 ~ DENOTES BDY IS CENTRE OF 0.19 WIDE BLOCK WALL  
 CW25 ~ DENOTES BDY IS CENTRE OF 0.25 WIDE CONCRETE WALL

SURVEYOR Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 100 Lengths are in metres.	Registered  9.4.2021	SP102356
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LOCATION PLAN - LEVELS 2 - 4

NO FLOOR PLANS EXIST FOR LEVELS 2 - 4  
AS THEY CONSIST OF COMMON PROPERTY ONLY



LOFTUS

STREET



LANE

SP 102355

21  
DP 1257872

SP 102354

LANE

LOFTUS

LANE

HOUSE

PT 55  
DP 1259000  
SP 102353  
(BELOW)

SEE DIAG L2-1



PT 55  
DP 1259000

34  
DP 1257956

LOFTUS

CUSTOM

NOTES:

CP ~ COMMON PROPERTY  
CW25 ~ DENOTES BDY IS CENTRE OF 0.25 WIDE CONCRETE WALL  
CW30 ~ DENOTES BDY IS CENTRE OF 0.3 WIDE CONCRETE WALL

YOUNG

STREET

SURVEYOR

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1: 250

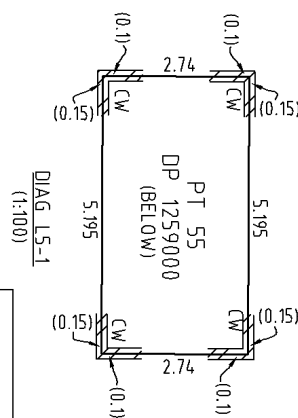
Lengths are in metres.

Registered



9.4.2021

SP102356



LOFTUS

STREET

LANE

SP 102355

21  
DP 1257872

SP 102354

LANE

LOFTUS

LANE

HOUSE

LOFTUS

YOUNG

STREET

NOTES:

B ~ BALCONY  
CP ~ COMMON PROPERTY  
CW ~ DENOTES CONCRETE WALL

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

LGA: SYDNEY

Locality : SYDNEY

Reduction Ratio 1: 250

Lengths are in metres.

Registered

9.4.202

SP102356

**BASEMENT 5**

SEE DIAG. S3 SHEET 20

**NOTES:**

CP ~ COMMON PROPERTY  
 CS ~ CAR SPACES  
 ST ~ STORAGE  
 SZ ~ SHARED ZONE (CP)

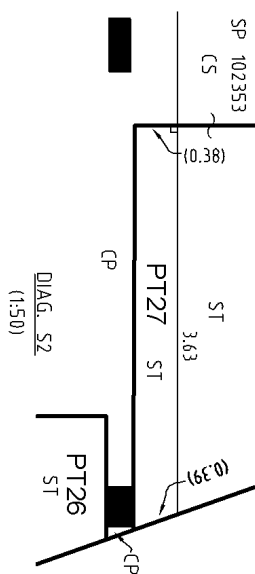
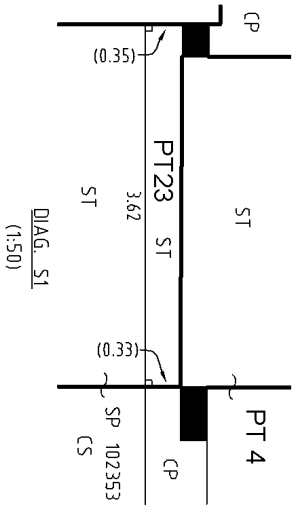
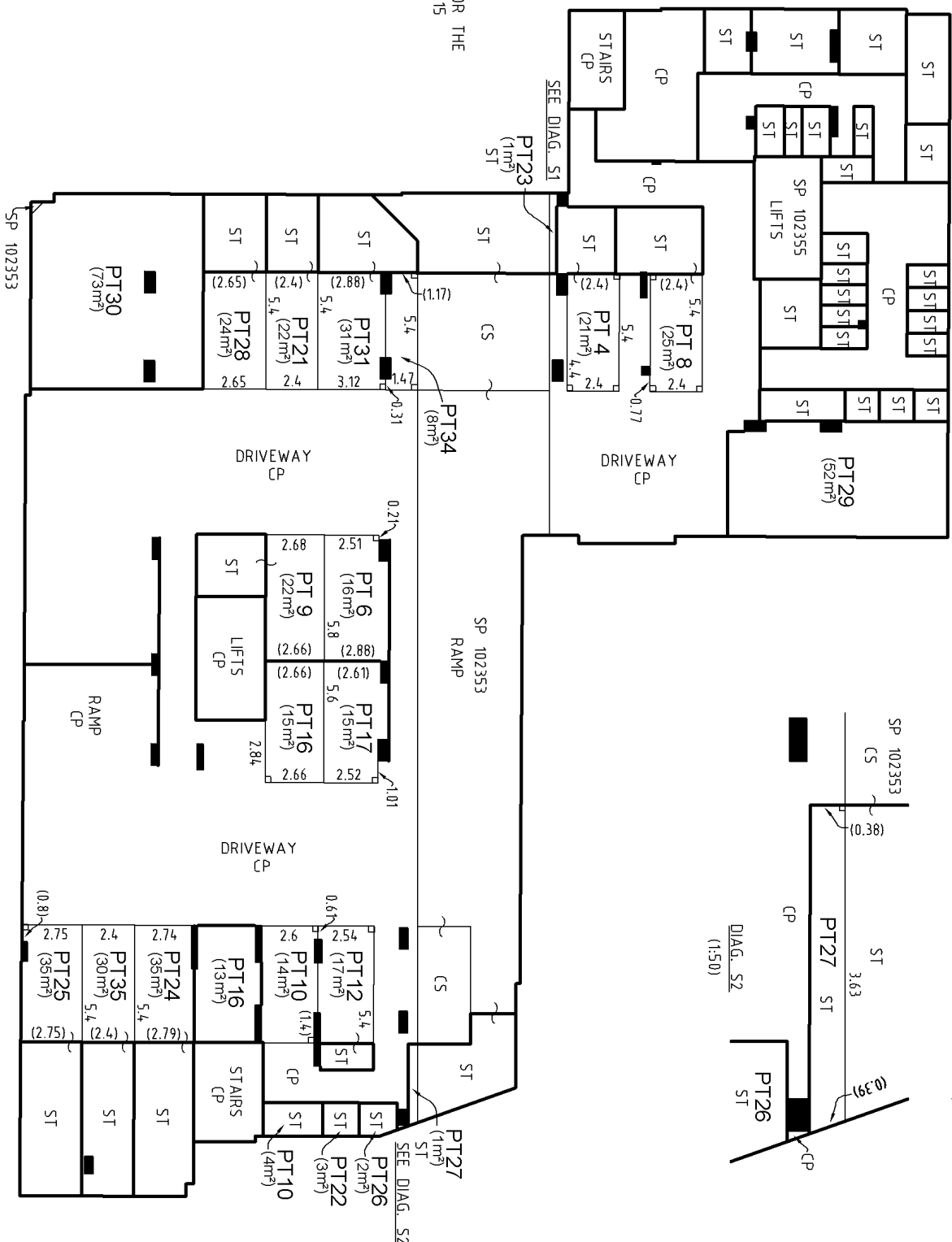
⊥ ~ PERPENDICULAR

— ~ PROLONGATION OF FACE OF STRUCTURE

— ~ PROLONGATION OF FACE OF COLUMN

— ~ PROLONGATION OF CENTRELINE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



**PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000**

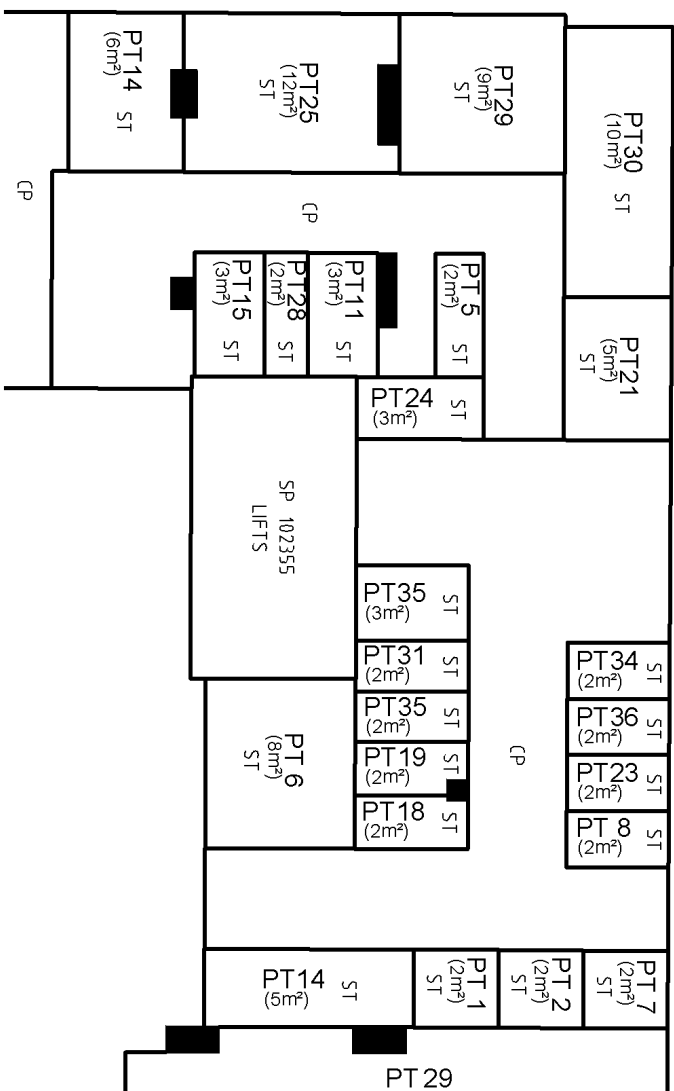
SURVEYOR  
 Name: MARQUES DANIEL VICENTE  
 Date: 27-01-2021  
 Surveyor's Reference: 41595 031SP

LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1: 200  
 Lengths are in metres.



**SP102356**

BASEMENT 5



DIAG. S3

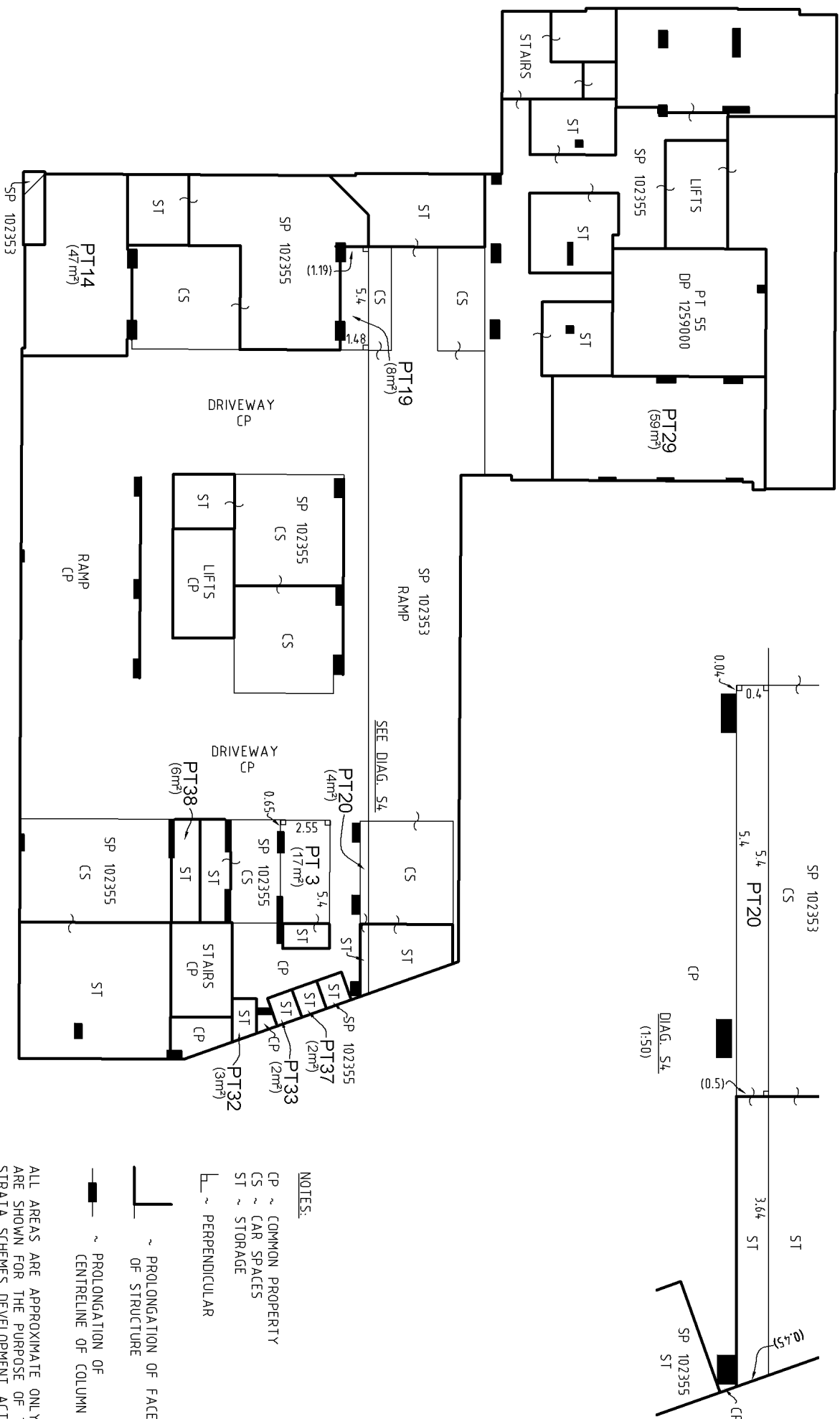
NOTES:

CP ~ COMMON PROPERTY  
 ST ~ STORAGE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 100 Lengths are in metres.	Registered 9.4.2021	SP102356
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BASEMENT 4



NOTES:

CP ~ COMMON PROPERTY  
CS ~ CAR SPACES  
ST ~ STORAGE  
L ~ PERPENDICULAR

~ PROLONGATION OF FACE  
OF STRUCTURE

~ PROLONGATION OF  
CENTRELINE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND  
ARE SHOWN FOR THE PURPOSE OF THE  
STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1: 200

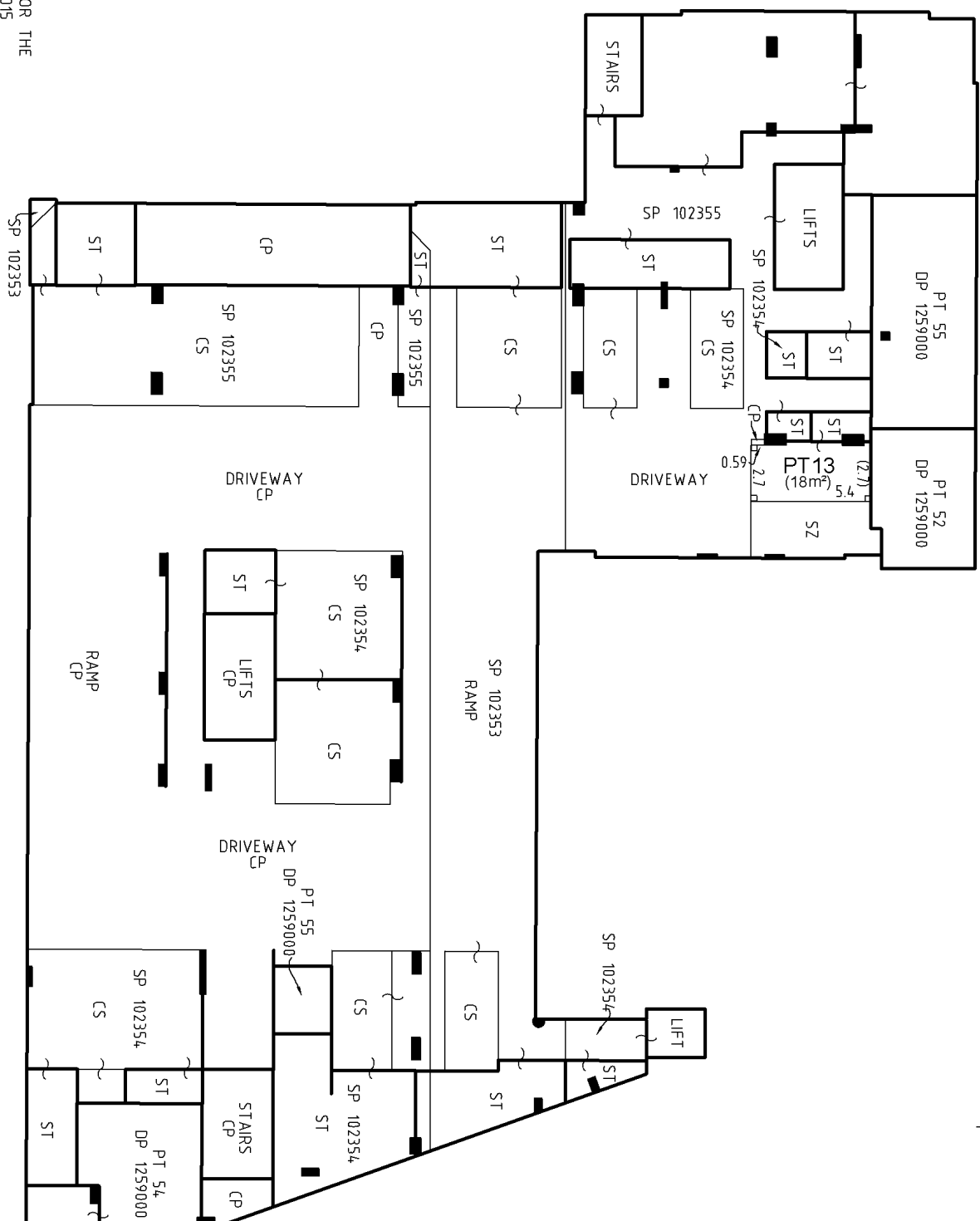
Lengths are in metres.

Registered



SP102356

BASEMENT 3



NOTES:

CP ~ COMMON PROPERTY  
CS ~ CAR SPACES  
ST ~ STORAGE  
SZ ~ SHARED ZONE (CP)

L ~ PERPENDICULAR

~ PROLONGATION OF  
FACE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date: 27-01-2021  
Surveyor's Reference: 41595 031SP

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres.



Registered  
9.4.2021

SP102356

BASEMENT 2

NO FLOOR PLANS EXIST FOR BASEMENT 1, GROUND FLOOR & LEVELS 1-4 AS THEY CONSIST OF COMMON PROPERTY ONLY



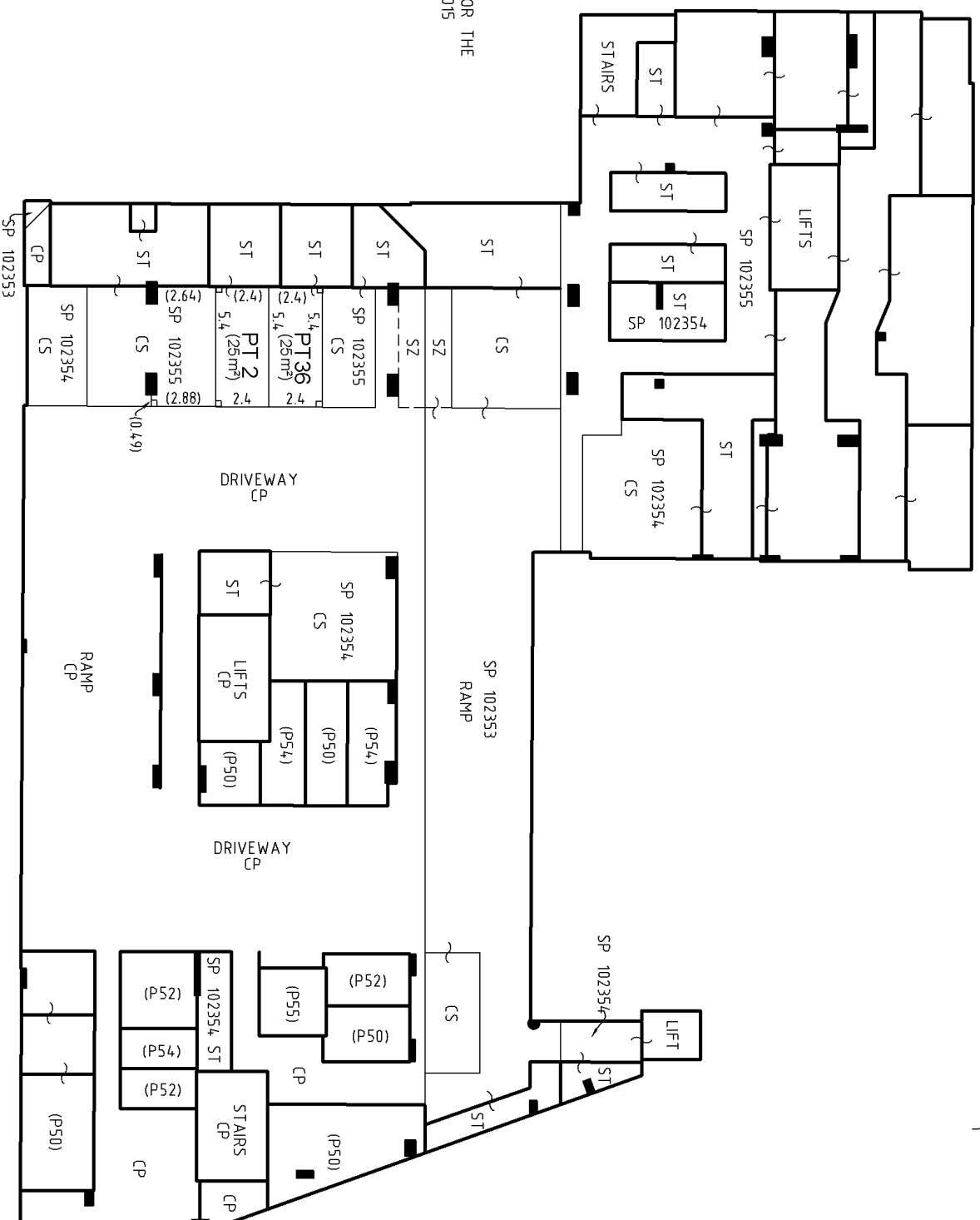
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CP ~ COMMON PROPERTY
CS ~ CAR SPACES
ST ~ STORAGE
SZ ~ SHARED ZONE (CP)

(P50) ~ PT 50 IN DP 1259000
(P52) ~ PT 52 IN DP 1259000
(P54) ~ PT 54 IN DP 1259000
(P55) ~ PT 55 IN DP 1259000
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$\perp \sim$  PERPENDICULAR

~ PROLONGATION OF  
CENTRELINE OF COLUMN

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

**SURVEYOR**  
**Name:** MARQUES DANIEL VICENTE  
**Date:** 27-01-2021  
**Surveyor's Reference:** 41595 031SP

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres.

Registered



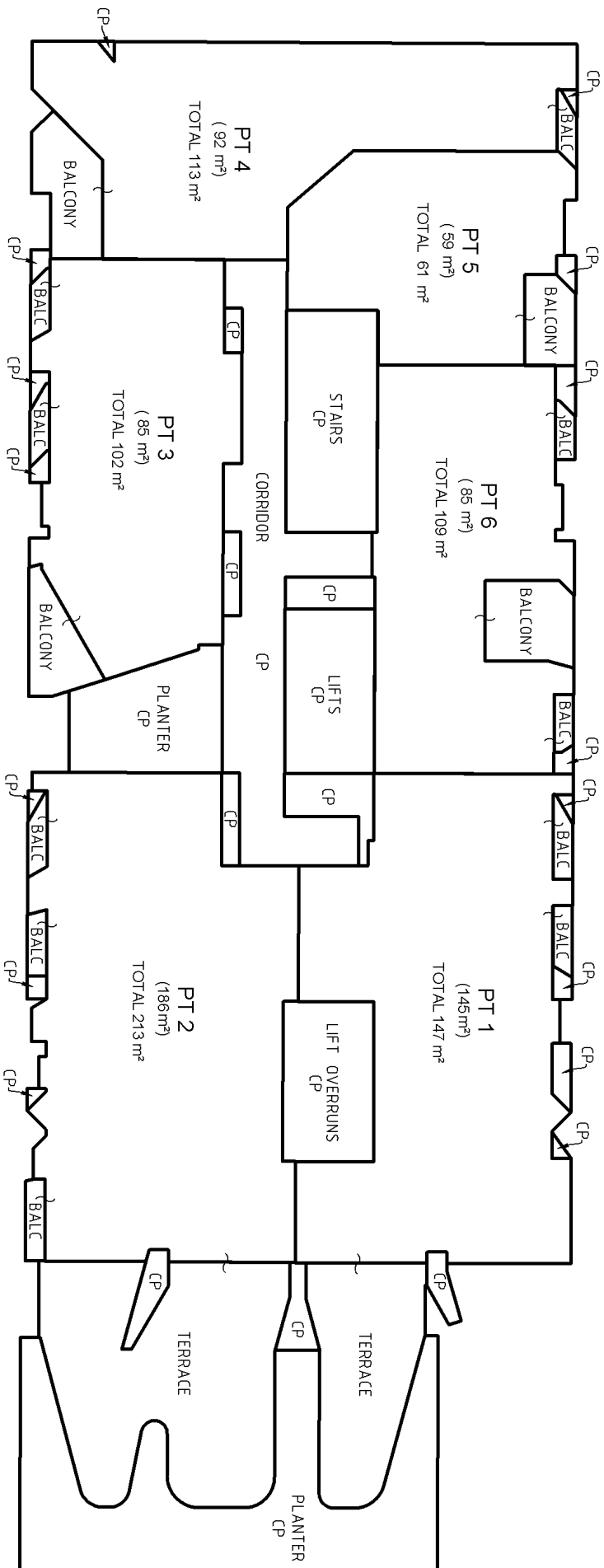
9.4.2021

SP102356



NO FLOOR PLANS EXIST FOR BASEMENT 1, GROUND FLOOR  
 & LEVELS 1-4, AS THEY CONSIST OF COMMON PROPERTY ONLY


LEVEL 5

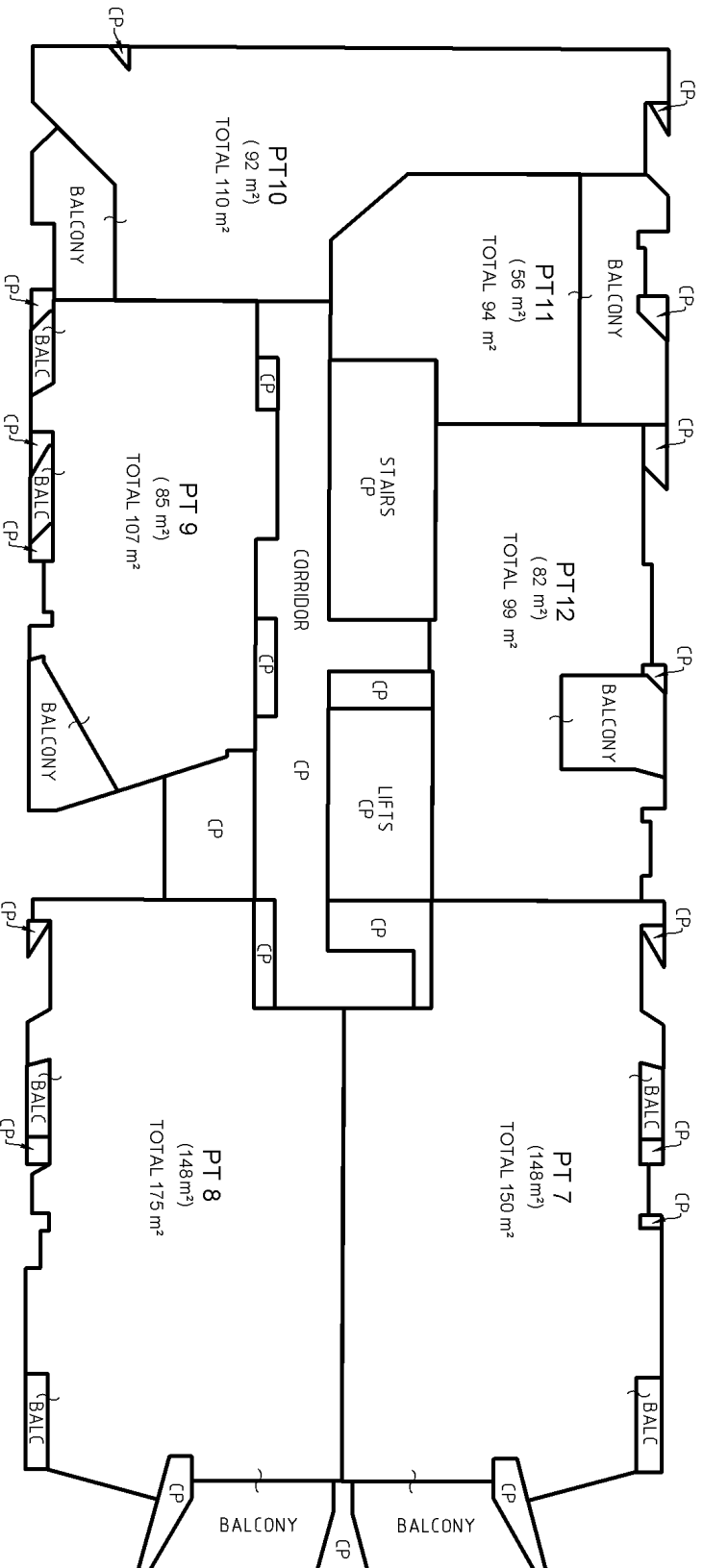


NOTES:

CP ~ COMMON PROPERTY  
 BALC ~ BALCONY

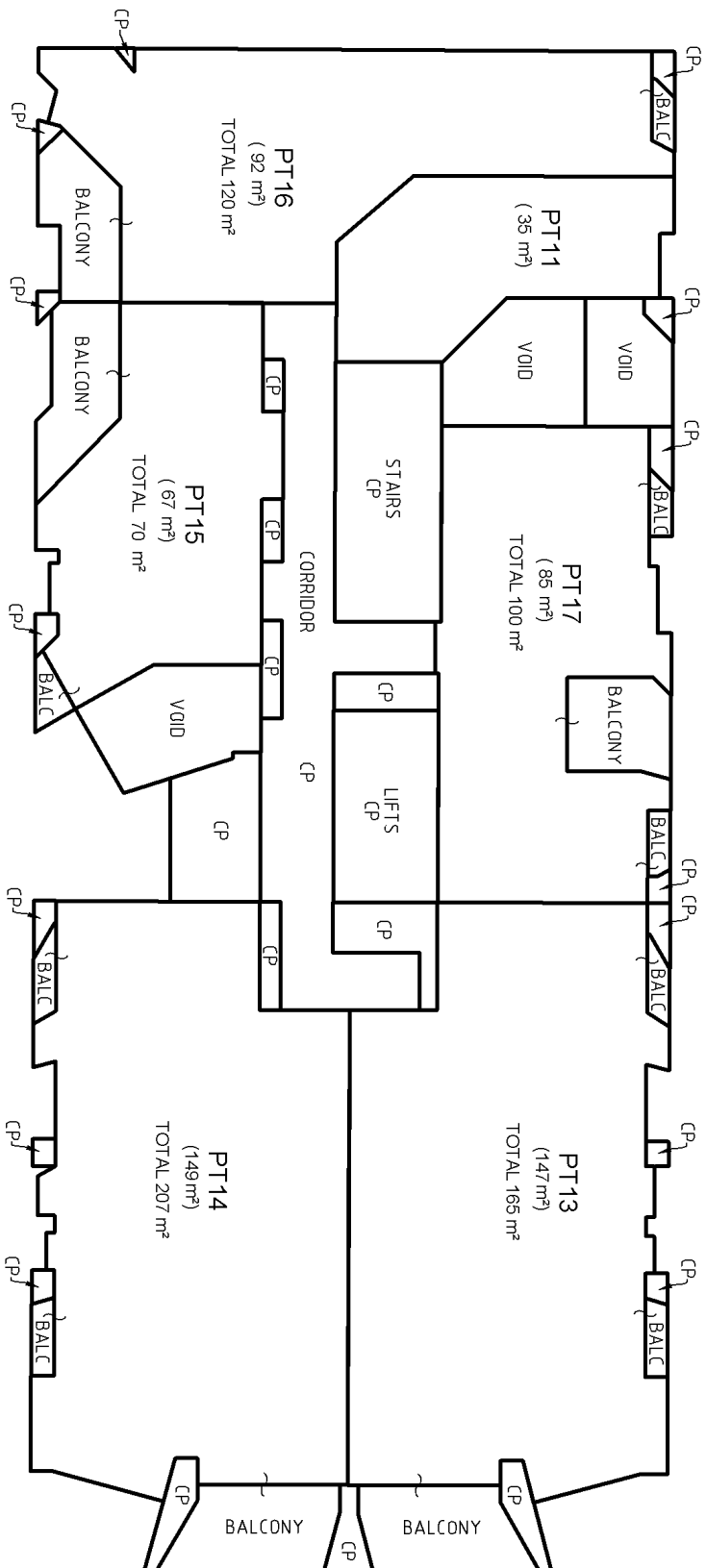
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN  
 THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE  
 THEIR RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT  
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 150 Lengths are in metres.	Registered  9.4.2021	SP102356
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SP102356

LEVEL 7



NOTES:

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

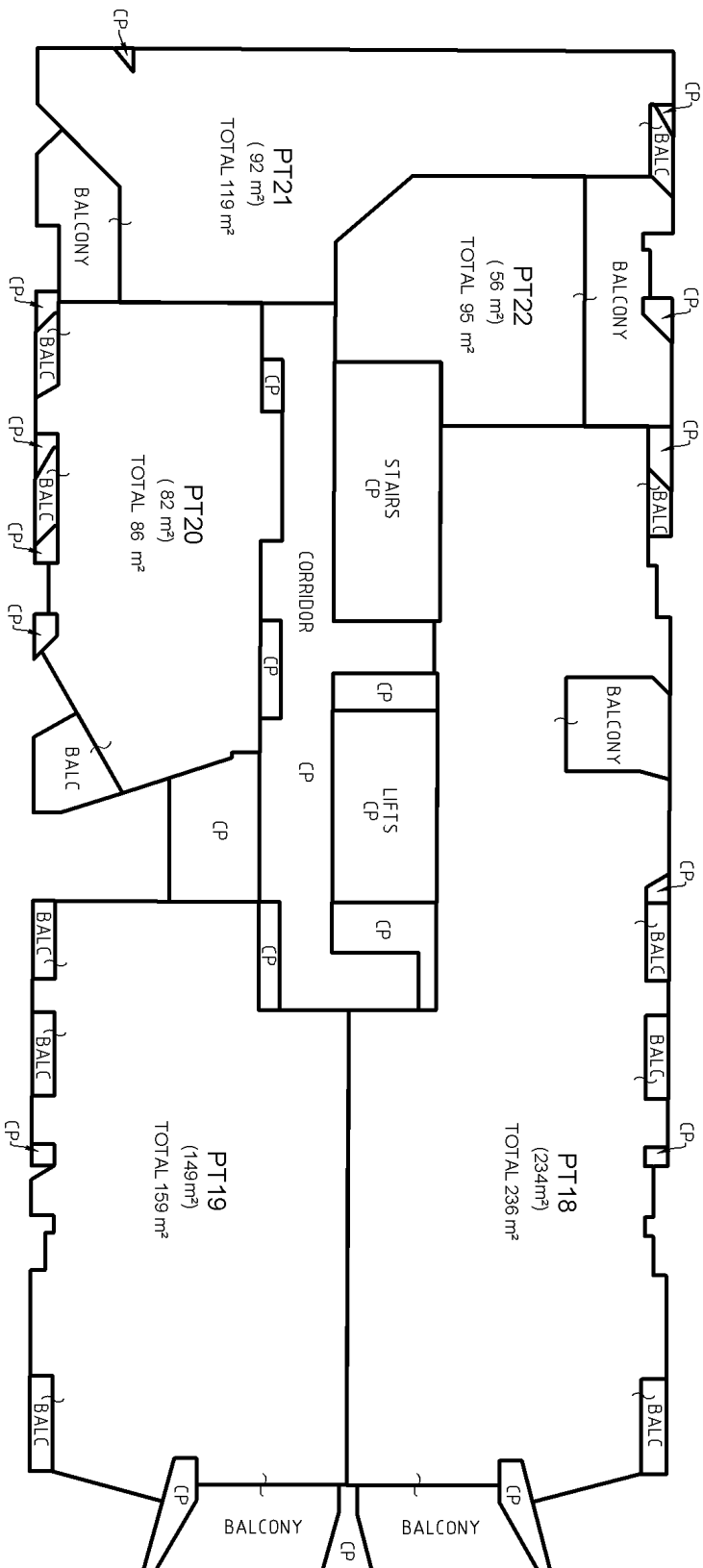
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

<b>SURVEYOR</b> Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	<b>PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000</b>	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 150 Lengths are in metres.	Registered 9.4.2021	<b>SP102356</b>
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LEVEL 8



NOTES:

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

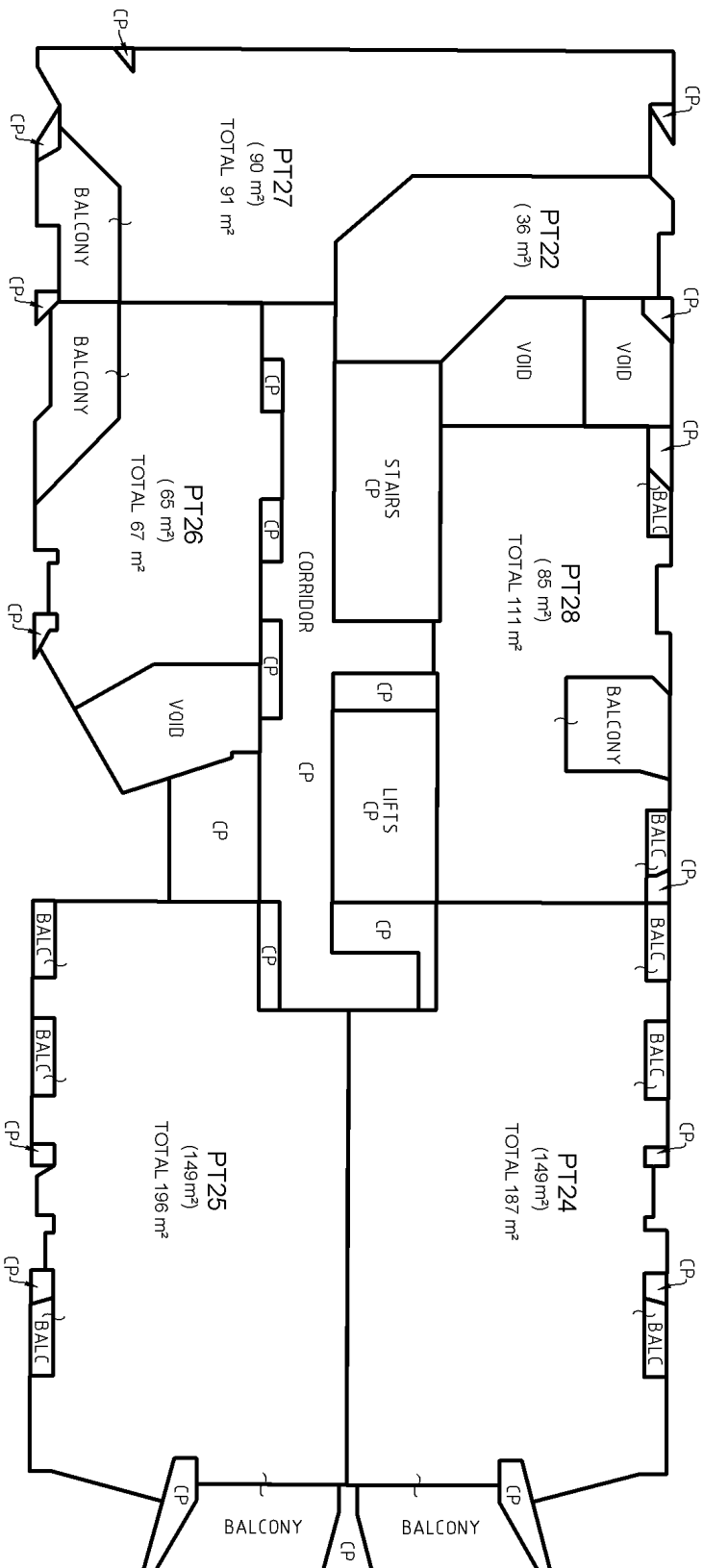
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

<b>SURVEYOR</b> Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	<b>PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000</b>	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 150 Lengths are in metres.	Registered 9.4.2021	<b>SP102356</b>
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LEVEL 9



NOTES:

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

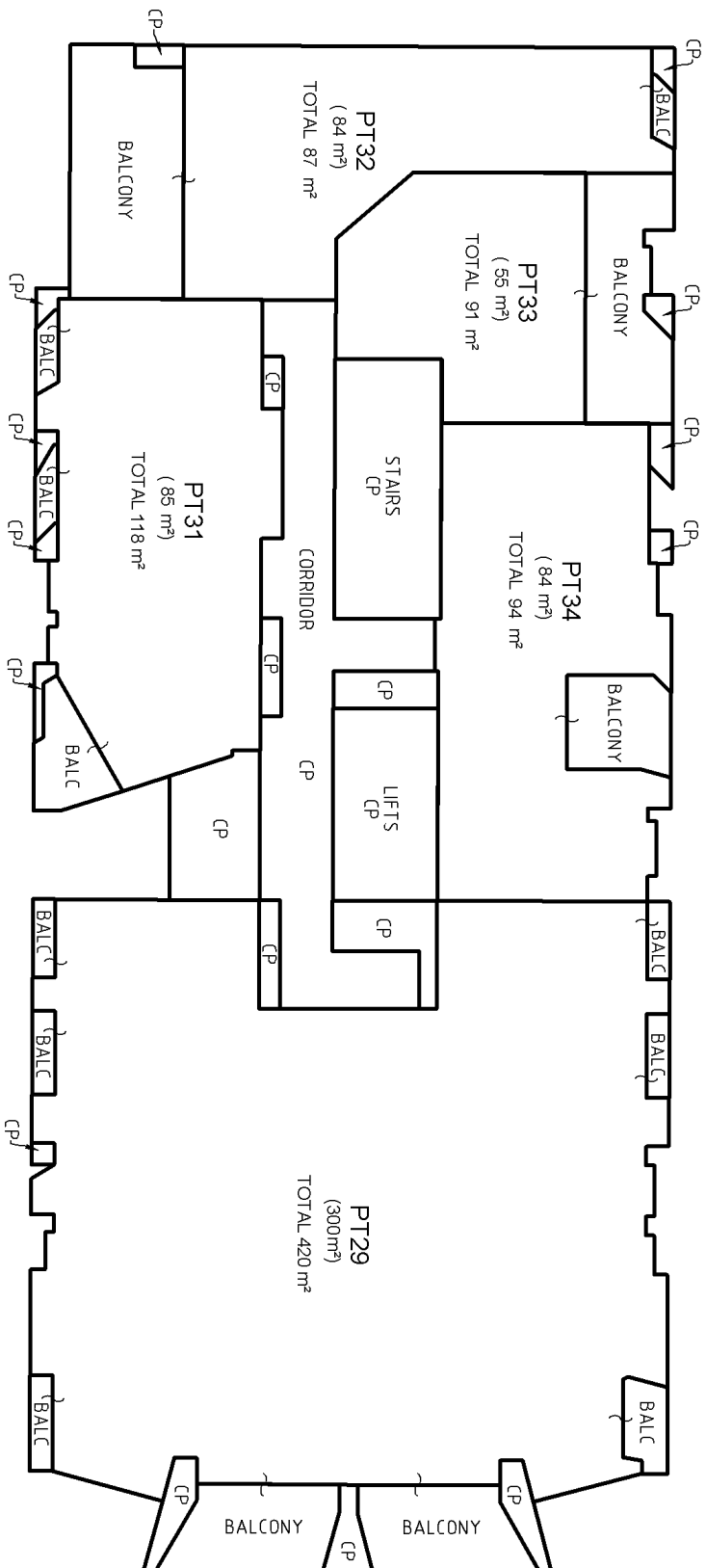
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

<b>SURVEYOR</b> Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	<b>PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000</b>	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 150 Lengths are in metres.	Registered 9.4.2021	<b>SP102356</b>
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LEVEL 10



NOTES:

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

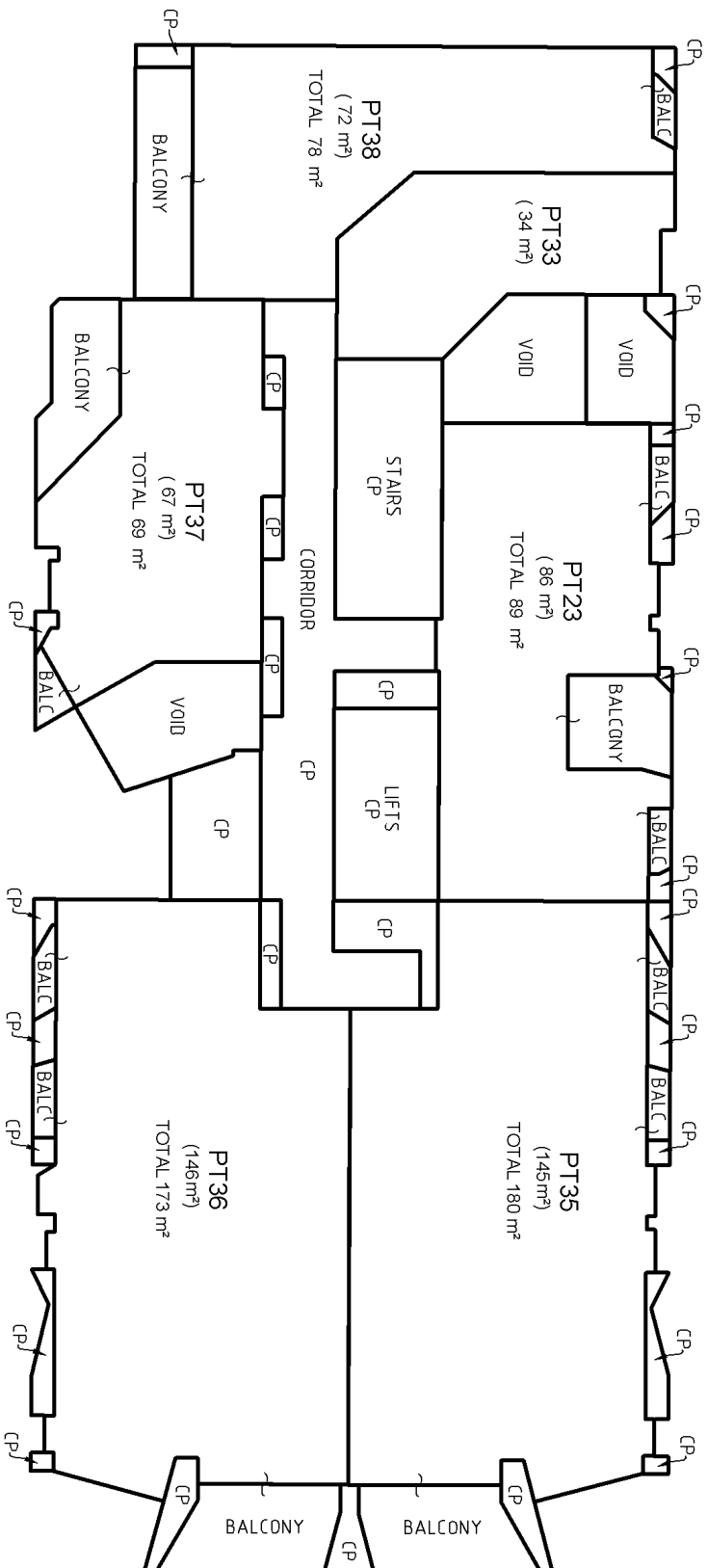
FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

<b>SURVEYOR</b> Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	<b>PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000</b>	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 150 Lengths are in metres.	Registered 9.4.2021	<b>SP102356</b>
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LEVEL 11



NOTES:

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: MARQUES DANIEL VICENTE

Date: 27-01-2021

Surveyor's Reference: 41595 031SP

PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1: 150

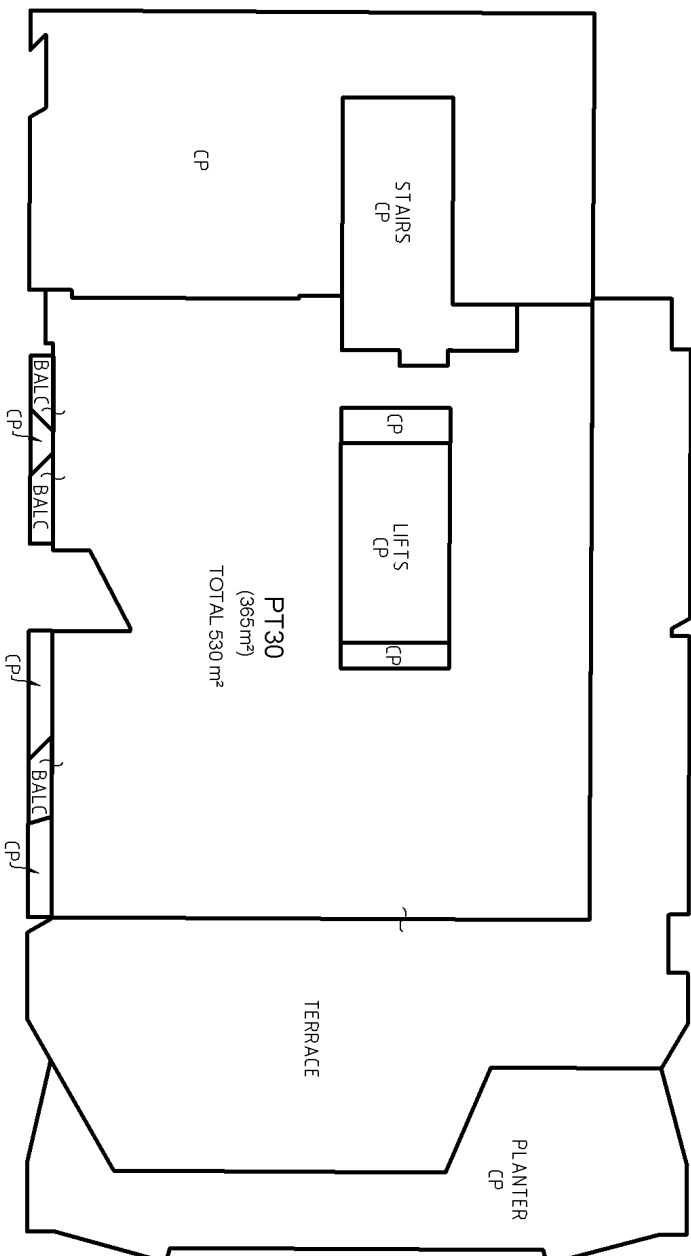
Lengths are in metres.

Registered

9.4.2021

SP102356

LEVEL 12




NOTES:

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

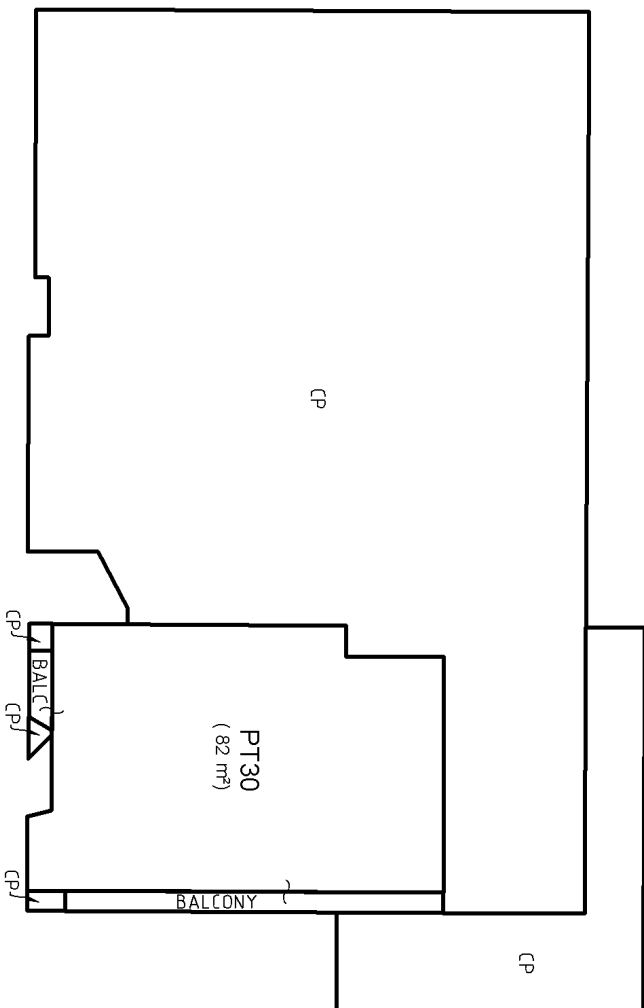
THE STRATUM OF THE BALCONIES AND TERRACE ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

<b>SURVEYOR</b> Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	<b>PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000</b>	<b>LGA:</b> SYDNEY <b>Locality:</b> SYDNEY <b>Reduction Ratio 1: 150</b> Lengths are in metres.	<b>Registered</b>  9.4.2021	<b>SP102356</b>
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LEVEL 13




NOTES:


CP ~ COMMON PROPERTY  
BALC ~ BALCONY


FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE  
UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: MARQUES DANIEL VICENTE Date: 27-01-2021 Surveyor's Reference: 41595 031SP	PLAN OF SUBDIVISION OF LOT 56 IN DP 1259000	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 150 Lengths are in metres.	Registered  9.4.2021	SP102356
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only			Office Use Only		
Registered:  9.4.2021			<b>SP102356</b>		
<b>PLAN OF SUBDIVISION OF LOT 56 DP1259000</b>			LGA: SYDNEY Locality: SYDNEY Parish: ST JAMES County: CUMBERLAND		
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme					
Address for Service of Documents  15 Young Street Sydney NSW 2000  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * <del>Model by-laws for residential strata schemes together with:</del> Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) * The strata by-laws lodged with the plan.		
<b>Surveyor's Certificate</b>  I MARQUES DANIEL VICENTE, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>  Signature: <u>D. Uitten</u> Date: 27/01/2021 Surveyor ID: 9043 Surveyor's Reference: 41595 031SP  ^ Insert the deposited plan number or dealing number of the instrument that created the easement			<b>Strata Certificate (Registered Certifier)</b> I, <u>ANTHONY ALLEN</u> being a Registered Certifier, registration number <u>BDC00004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) <del>This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) <del>This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <u>116/2021</u> Relevant Planning Approval No.: <u>CDC 2021/06</u> issued by: <u>ANTHONY ALLEN (BDC00004)</u>  Signature: <u>[Signature]</u> Date: <u>13/3/21</u>  ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

<b>SP FORM 3.07 (2019)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 5 sheet(s)
<div style="text-align: right; font-weight: bold;">Office Use Only</div> <p>Registered:  9.4.2021</p>	<div style="text-align: right; font-weight: bold;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP102356</div>	


### VALUER'S CERTIFICATE

I, \* Matthew Maruca ..... of m3 property .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute .....  
 Class of membership: Associate Membership .....  
 Membership number: 103 219 .....


certify that the unit entitlements shown in the schedule herewith were apportioned on 17/12/2020 ..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:  ..... Date 15/02/2021 .....

\* Full name, valuer company name or company address

### SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	219	21	175
2	260	22	147
3	162	23	200
4	171	24	395
5	100	25	411
6	159	26	110
7	258	27	157
8	279	28	196
9	165	29	848
10	168	30	1,041
11	129	31	181
12	162	32	122
13	375	33	156
14	390	34	210
15	104	35	449
16	171	36	416
17	166	37	138
18	533	38	129
19	385	TOTAL	10,000
20	163		


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 5 sheet(s)
<div style="text-align: right; padding-right: 20px;">Office Use Only</div> <div style="display: flex; align-items: center;"> <div style="flex: 1;">Registered:  9.4.2021</div> <div style="flex: 2; text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">SP102356</div> </div>		<div style="text-align: right;">Office Use Only</div>

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

### STREET ADDRESS SCHEDULE

LOT NUMBER	SUB- ADDRESS	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		15	YOUNG	STREET	SYDNEY
1	501	15	YOUNG	STREET	SYDNEY
2	502	15	YOUNG	STREET	SYDNEY
3	503	15	YOUNG	STREET	SYDNEY
4	504	15	YOUNG	STREET	SYDNEY
5	505	15	YOUNG	STREET	SYDNEY
6	506	15	YOUNG	STREET	SYDNEY
7	601	15	YOUNG	STREET	SYDNEY
8	602	15	YOUNG	STREET	SYDNEY
9	603	15	YOUNG	STREET	SYDNEY
10	604	15	YOUNG	STREET	SYDNEY
11	605	15	YOUNG	STREET	SYDNEY
12	606	15	YOUNG	STREET	SYDNEY
13	701	15	YOUNG	STREET	SYDNEY
14	702	15	YOUNG	STREET	SYDNEY
15	703	15	YOUNG	STREET	SYDNEY
16	704	15	YOUNG	STREET	SYDNEY
17	705	15	YOUNG	STREET	SYDNEY
18	801	15	YOUNG	STREET	SYDNEY
19	802	15	YOUNG	STREET	SYDNEY
20	803	15	YOUNG	STREET	SYDNEY
21	804	15	YOUNG	STREET	SYDNEY
22	805	15	YOUNG	STREET	SYDNEY
23	1105	15	YOUNG	STREET	SYDNEY
24	901	15	YOUNG	STREET	SYDNEY
25	902	15	YOUNG	STREET	SYDNEY
26	903	15	YOUNG	STREET	SYDNEY
27	904	15	YOUNG	STREET	SYDNEY
28	905	15	YOUNG	STREET	SYDNEY
29	1001	15	YOUNG	STREET	SYDNEY
30	1201	15	YOUNG	STREET	SYDNEY
31	1003	15	YOUNG	STREET	SYDNEY
32	1004	15	YOUNG	STREET	SYDNEY
33	1005	15	YOUNG	STREET	SYDNEY

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 5 sheet(s)
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div>           Registered:  <b>9.4.2021</b> </div>		<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="font-size: 2em; font-weight: bold;">SP102356</div>

This sheet is for the provision of the following information as required:


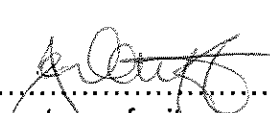


- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

#### STREET ADDRESS SCHEDULE continued

LOT NUMBER	SUB- ADDRESS	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
34	1006	15	YOUNG	STREET	SYDNEY
35	1101	15	YOUNG	STREET	SYDNEY
36	1102	15	YOUNG	STREET	SYDNEY
37	1103	15	YOUNG	STREET	SYDNEY
38	1104	15	YOUNG	STREET	SYDNEY

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. Restriction on the Use of Land (Storage and Car parking)

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  9.4.2021		<b>SP102356</b>
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li> <li>A schedule of street addresses</li> <li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li> </ul>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>EXECUTED</b> by )            KENT STREET PTY LIMITED )            ACN 006 794 654 )            by its Attorney who certifies that he/she has )            not received notice of any revocation of the )            Power of Attorney dated 18<sup>th</sup> June 2018 with )            registered Book 4746 and No. 35 in the )            presence of: )</p> </div> <div style="width: 50%; text-align: center;"> <div style="display: flex; justify-content: space-around; margin-bottom: 20px;"> <div style="text-align: left;">             .....            Signature of witness         </div> <div style="text-align: left;">             .....            Signature of Attorney            LUKE CHRISTOPHER            BRISCOE         </div> <div style="text-align: left;">             .....            PAUL JOHN            KEANE         </div> </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: left;">           .....            Josephine Wolff            Name of witness (BLOCK LETTERS)         </div> <div style="text-align: left;">           .....            Name of Attorney (BLOCK LETTERS)         </div> </div> </div> </div> <div style="margin-top: 20px;">           .....            33 Alfred St            SYDNEY NSW 2000            .....            Address of witness         </div>		
Surveyor's Reference: 41595 031SP		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 5)

Plan: **SP102356**

~~Strata~~ Plan of Subdivision of Lot 56 in DP  
1259000 covered by Strata Certificate No. 116/2021

Full name and address  
of the owner of the land:

<sup>Pty</sup>  
Kent Street Limited ACN 006 794 654  
Level 21, 33 Alfred Street  
Sydney NSW 2000

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on <sup>of Land</sup> Use (Storage and Car parking) <sup>the</sup>	CP/SP102356	<del>Council</del> The Council of the City of Sydney



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

(Sheet 2 of 5)

Plan: **SP102356**

~~Strata~~ Plan of Subdivision of Lot 56 in DP  
1259000 covered by Strata Certificate No. 11612021

**PART 2 - TERMS**

---

**1 Interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

**Council** means the City of Sydney Council and its successors.

**Common Property** means the common property created on registration of the Plan.

**Grantee** means:

- (a) the Owner of a Lot Benefited; and
- (b) an Authority benefited.

**Grantor** means the Owner of a Lot Burdened.

**Instrument** means this instrument under section 88B of the Act and includes the Plan.

**Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this Instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this Instrument.

**Plan** means the strata plan to which this Instrument relates.

**1.2 References to certain terms**

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and



.....  
Council Authorised Delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

(Sheet 3 of 5)

Plan **SP102356**

<sup>56</sup>  
~~Strata~~ Plan of Subdivision of Lot 53 in DP  
1259000 covered by Strata Certificate No. 11612021

- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(grammatical forms)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (e) **(clauses, paragraphs and schedules)** "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this Instrument; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; and
- (g) **(jointly and individually)** an agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of, them jointly and severally, but where there is more than one Grantee, an obligation of a Grantee binds that Grantee individually only; and
- (h) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.3 Headings**

Headings do not affect the interpretation of this instrument.

**1.4 Severability**

If a provision of an easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that easement and the remaining provisions of that easement has full force and effect.



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

(Sheet 4 of 5)

Plan **SP102356**

<sup>56</sup>  
~~Strata~~ Plan of Subdivision of Lot 53 in DP  
1259000 covered by Strata Certificate No. 116/2021

**2 Terms of Restriction on <sup>the</sup> use (Storage and Car parking)  
numbered ~~2~~ <sup>1</sup> in the Plan <sup>of Land</sup>**

**2.1 Covenant by Grantor**

The Grantor covenants with Grantee that no part of the Common Property apart from:

- (a) visitor vehicles spaces which are only to be used by visitors to the building; and
- (b) service vehicle spaces which are only to be used by service vehicles

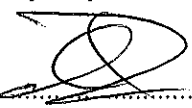
is to be used for the parking or storage of vehicle or boats.

**2.2 Persons empowered to release, vary or modify the restriction**

~~Council~~ is the authority entitled to release, vary or modify this restriction.

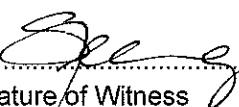
<sup>City of Sydney Council</sup>

City of Sydney Council by its authorised delegate pursuant to s.377 Local Government Act <sup>1993</sup> ~~1919~~:

  
.....  
Signature of Delegate

ANDREW REES  
.....  
Name of Delegate (print)  
**AREA PLANNING MANAGER**

I certify that I am an eligible witness and that the delegate signed in my presence:

  
.....  
Signature of Witness

STEPHEN FEENEY  
.....  
Name of Witness (print)

4-456 KENT ST, SYDNEY  
.....  
Address of Witness (print)

.....  
~~Council Authorised Delegate~~

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
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(Sheet 5 of 5)

Plan **SP102356**

<sup>56</sup>  
~~Strata~~ Plan of Subdivision of Lot 53 in DP  
1259000 covered by Strata Certificate No. 116/2021

ACN 006 794 654

**SIGNED** by Kent Street Pty Limited ^  
as attorney for under power of attorney  
registered 2A.6.18 book 4746 N.35 in the  
presence of:

Signature of witness

JOSEPHINE WOLFE

Name of witness (block letters)

33 ALFRED STREET  
SYDNEY NSW 2000



LUKE CHRISTOPHER  
BRISCOE



PAUL JOHN KEANE


By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney

REGISTERED



9.4.2021

.....  
~~Council Authorised Delegate~~


Approved Form 7	Strata Plan By-laws	Sheet 1 of 44 sheet(s)
Registered:	Office Use Only	Office Use Only
 9.4.2021		<b>SP102356</b>

Instrument setting out the details of by-laws to be created upon registration of a strata plan

**KING&WOOD  
MALLESONS**

## By-Laws for 15 Young Street Sydney at Quay Quarter Lanes


**King and Wood Mallesons**  
Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney

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## By-Laws for 15 Young Street Sydney at Quay Quarter Lanes

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## By-Laws for 15 Young Street Sydney at Quay Quarter Lanes

---

### 1 About the by-laws

#### 1.1 Purpose of the by-laws

These by-laws regulate the day-to-day management and operation of 15 Young Street. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

#### 1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

### Part 1 – General By-laws

---

### 2 Management Statement

#### 2.1 Purpose

The Management Statement regulates the management and operational issues affecting 15 Young Street and the various components of Quay Quarter Lanes. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:


- (a) requirements for the use and operation of Shared Facilities including accessways in the carpark for 15 Young Street; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Management Statement; and
- (d) insurance requirements for you and the Owners Corporation.

#### 2.2 Who must comply with the Management Statement?

You and the Owners Corporation must comply with the Management Statement.

#### 2.3 Copies of the Management Statement

Contact the Strata Manager if you would like a copy of the Management Statement (at your cost).

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## 2.4 Building Management Committee

The Building Management Committee is established under the Management Statement to administer issues affecting 15 Young Street and other components of Quay Quarter Lanes. The Owners Corporation is a member of the Building Management Committee.

## 2.5 Appointing a Representative and Substitute Representative

The Strata Committee may:

- (a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the members of the Strata Committee; and
- (b) terminate the appointment of a Representative or Substitute Representative at any time.

## 2.6 Consents under the Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Management Statement.

## 2.7 Inconsistencies between the by-laws and the Management Statement

If there is an inconsistency between a by-law and the Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Management Statement.


---

# 3 Your behaviour and responsibility for others

## 3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in 15 Young Street which is illegal; or

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- (f) do anything which might damage the good reputation of the Owners Corporation or 15 Young Street; or
- (g) make changes to the Common Property otherwise than in accordance with the Architectural Code and these by-laws.

### 3.2 No parking on Common Property

Subject to the Management Statement and your rights under an Easement, you must not park or stand a vehicle on Common Property.

### 3.3 Disabled visitor parking

You must not use any visitor carspace which is designated disabled parking unless you:

- (a) have been issued a mobility parking scheme card by the NSW Roads and Maritime Services (or an equivalent permit from another state or territory in Australia); and
- (b) display the item referred to in by-law 3.3(a) in a position visible from the outside of your vehicle.

### 3.4 Erecting signs

The Architectural Code sets out the rules and requirements in connection with signage in 15 Young Street. You must comply with the Architectural Code.

### 3.5 Fire control

Your obligations regarding fire control and keeping flammable materials in your Apartment are in the Management Statement.

### 3.6 Complying with the law


You must comply on time and at your cost with all laws relating to:

- (a) your Apartment; and
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The things with which you must comply include planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies and the Easements.

### 3.7 You are responsible for others

You must:

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- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Management Statement; and
- (b) make your visitors leave 15 Young Street if they do not comply with the by-laws and the Management Statement; and
- (c) take reasonable care about who you invite into 15 Young Street or Quay Quarter Lanes; and
- (d) accompany your visitors at all times, except when they are entering or leaving 15 Young Street or Quay Quarter Lanes.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

### 3.8 Requirements if you lease your Apartment

If you lease your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave 15 Young Street.

## 4 What are your obligations for your Apartment?


### 4.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws, the Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) seek approval from the Owners Corporation and the Building Management Committee if you wish to change the existing use of your Apartment.

### 4.2 Architectural Code

The Architectural Code for 15 Young Street is in the Management Statement. It applies to your Apartment and to 15 Young Street generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Apartment. Your

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obligations under the Architectural Code apply in addition to your obligations under the by-laws.

#### 4.3 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the external appearance of 15 Young Street; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or 15 Young Street; or
- (c) install an intruder alarm with an audible signal.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

#### 4.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Management Statement, you must have consent from the Owners Corporation to:


- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of 15 Young Street; or
- (c) attach or hang an aerial or wires outside your Apartment or 15 Young Street.

#### 4.5 The Balcony of your Apartment

- (a) Keeping outdoor furniture, landscaping, lighting and other items on the Balcony of your Apartment is regulated by the Architectural Code.
- (b) You must not paint the walls or ceiling of a Balcony (this does not apply to a wintergarden).
- (c) You must not use the Balcony of your Apartment for clothes drying areas, storage of household goods or air conditioning units that would be visible from the public domain areas of Quay Quarter Lanes.

#### 4.6 Planter boxes

- (a) If you have a planter box that is adjacent to the Common Property landscaping and planter boxes, you must maintain the planting in your

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planter box in keeping with the planting in the adjacent Common Property.

- (b) If you have a planter box that forms part of your Apartment and that planter box cannot be safely accessed from your Apartment you must appoint the Owners Corporation under section 117 of the Management Act to arrange for the regular maintenance of, the planting in your planter box.
- (c) You will be responsible to reimburse the Owners Corporation for the costs it incurs on your behalf for maintaining the planter box within your Apartment. The Owners Corporation may require you to enter into an agreement setting out how you will be required to pay for the cost of this service to your Apartment.
- (d) The Owners Corporation, its agents, employees or contractor may access your planter box from the façade access system and roof of 15 Young Street to maintain the planter box within your Apartment.
- (e) Despite by law 4.6(c), if access to your Apartment is required to maintain your planter box or a planter box within the Common Property then you must give the Owners Corporation and its contractors reasonable access at reasonable times to your Apartment to enable the Owners Corporation to access and maintain your planter box or a planter box within the Common Property. The Owners Corporation must give you at least 2 business days' prior written notice before access to your Apartment is required.
- (f) You must not obstruct or hinder the Owners Corporation in the exercise of its obligation to maintain your planter box in accordance with this by-law.
- (g) The Owners Corporation is liable for any damage to your Apartment or any of its contents caused by or arising out of its maintenance of the planter box or its access through your Apartment as provided for in by-law 4.6(e), unless the damage arose because the Owners Corporation was obstructed or hindered.


#### 4.7 Window treatments

Under the Architectural Code, you must have consent from the Building Management Committee to place solar film or similar treatments on the internal or external surfaces of glass balustrades, windows and doors in your Apartment.

#### 4.8 Window coverings

Under the Architectural Code:

- (a) you may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white or off-white; and

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- (b) you must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 4.8(a).

The Owners Corporation may adopt policies and guidelines from time to time for changing window coverings which must be adhered to by Owners and Occupiers who seek to change window coverings.

#### **4.9 Sun shades**

Under the Architectural Code, you must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device in your Apartment (including your Balcony) or on Common Property.

#### **4.10 Cleaning windows**

Subject to by-law 4.11 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

#### **4.11 Rights of the Owners Corporation to clean windows**

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in 15 Young Street. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 4.10 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

#### **4.12 Drying your laundry**

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

#### **4.13 Security devices, screens and doors**

The installation of security devices, security screens and security doors is regulated under the Architectural Code and building regulations. You must obtain all necessary consents under the Architectural Code before you install a security device, screen or door.


#### **4.14 Barbecues**

Your rights and obligations when you operate barbecues in your Apartment are in the Architectural Code.

#### **4.15 Storage**

You must not store anything which is flammable, toxic, combustible, volatile, dangerous or other items prohibited by law in that part of your Apartment (including animals) comprising a storage unit or a carspace in the basement carpark.



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#### 4.16 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 23 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

#### 4.17 Rights of the Building Management Committee to enter your Apartment

The Owners Corporation authorises the Building Management Committee to exercise the Owners Corporation's right to enter your Apartment to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Apartment (or which are accessible through your Apartment) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Management Statement.

## 5 Keeping an animal

### 5.1 What animals may you keep?

Subject to this by-law 5, you may keep:


- (a) goldfish or other similar fish in a small to medium size indoor aquarium;
- (b) canaries, budgerigars or similar birds kept indoors at all times;
- (c) up to:
  - (i) two domestic cats; or
  - (ii) two small or medium size dogs; or
  - (iii) one domestic cat and one small or medium dog
 each animal weighing up to a maximum of 15 kilograms; and
- (d) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

You must obtain the prior consent of the Owners Corporation to keep any other animal.

### 5.2 Dogs

The Owners Corporation will not give you consent to keep:

- (a) a large size dog (including a dog weighing in excess of 15 kilograms);

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- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW).

### 5.3 Controlling your animal

Subject to by-law 5.4 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Apartment;
- (b) Common Property; or
- (c) any part of Quay Quarter Lanes.

### 5.4 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Quay Quarter Lanes (eg to transport it out of Quay Quarter Lanes), you must restrain it (eg by leash or pet cage) and control it at all times.

### 5.5 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.


### 5.6 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with clause 5.1, 5.2 or 5.3;
- (b) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal;
- (d) your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW); or
- (e) your dog is not registered under the *Companion Animals Act 1998* (NSW).

### 5.7 Responsibility for animal

You are responsible to other Owners and Occupiers and people using Common Property or other parts of Quay Quarter Lanes for:

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- (a) any noise your animal makes which causes unreasonable disturbance; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

### 5.8 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment;
- (b) Common Property;
- (c) any other part of Quay Quarter Lanes,

after a warning has been given to you by the Owners Corporation.

### 5.9 Non-compliance with notice

In addition to its powers under the Management Act, the Owners Corporation has the power to order you to remove your animal from 15 Young Street or Quay Quarter Lanes if you fail to comply with the notice.

### 5.10 Your visitors


You must not allow a visitor to bring an animal into 15 Young Street or Quay Quarter Lanes unless:

- (a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability; or
- (b) it is a type of animal permitted according to by-law 5.1 ("What animals may you keep?") and the animal is kept under your control and supervision.

## 6 Moving in and making deliveries

### 6.1 Moving in

You must make arrangements with the Owners Corporation (via the Caretaker if applicable) at least 48 hours before you move in to or out of 15 Young Street or move large articles (eg furniture) through Common Property.

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## 6.2 What are your obligations?

When you take deliveries or move furniture or goods through 15 Young Street, you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

## 6.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law 6. If this happens, you must:

- (a) make arrangements with the Caretaker when you move in or out of 15 Young Street; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through 15 Young Street.

## 6.4 Management Statement

When you move into or out of 15 Young Street, you must do so from the Loading Dock and during those times prescribed by the Building Management Committee from time to time.

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# 7 Garbage disposal

## 7.1 Making rules

The Owners Corporation may make Rules under by-law 21 ("Rules") about the storage and removal of garbage from 15 Young Street.


## 7.2 Requirements for Apartments

You must dispose of your garbage and recyclable materials in accordance with this by-law 7.

## 7.3 Depositing garbage

Subject to these by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or

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(b) in an area of your Lot which is visible from outside your Lot.

You must immediately remove any rubbish you spill on Common Property and clean that part of Common Property.

#### **7.4 General obligations relating to garbage disposal**

You must:

- (a) place your household garbage and recyclable materials in the garbage chute located on the floor of your Apartment; and
- (b) clean any soiled areas in taking garbage to the garbage chute or Garbage Room;
- (c) drain and securely wrap your household garbage before you place it in the Common Property garbage chute and Garbage Room; and
- (d) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (e) drain and clean bottles, and make sure they are not broken, before you place them in the Common Property garbage chute room and Garbage Room; and
- (f) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service or which do not fit into the garbage chute.

#### **7.5 Use of garbage chutes**


You must not:

- (a) put liquids in a garbage chute; or
- (b) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (c) put anything (eg boxes or large items) in a garbage chute that might block it.

#### **7.6 Owners Corporation to maintain garbage disposal equipment**

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers; and
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage chutes and garbage chute equipment servicing 15 Young Street (including mechanical equipment located in the garbage chute rooms); and

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- (c) maintain, clean and repair the garbage chute rooms servicing 15 Young Street; and
- (d) regularly remove filled receptacles from the garbage chute rooms and replace them with empty receptacles; and
- (e) move filled receptacles from the garbage chute rooms to the Garbage Room (if applicable); and
- (f) move recyclable materials from the Common Property garbage chute rooms to the Garbage Room (if applicable); and
- (g) regularly clean, maintain, repair and, where necessary, replace the Garbage Room and the garbage and recycling receptacles stored in it; and
- (h) operate, maintain, repair and, where necessary replace, the garbage compactor located in the Garbage Room (including the mechanical equipment located in the garbage compactor); and
- (i) arrange for the removal of garbage and recycling material from the Garbage Room to the Loading Dock; and
- (j) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).


## 8 Floor coverings

### 8.1 Floors generally

If you are an Owner, you must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

### 8.2 Changing floor coverings

- (a) You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. Any newly installed floor covering must have a weighted standardised impact sound pressure level not greater than L'nT,w 50 measured in accordance with AS ISO 140.7 and AS ISO 717.2.
- (b) The changing and installation of floor coverings is a Minor Renovation for the purposes of the Strata Schemes Law. The Owners Corporation can delegate its functions under the Strata Schemes Law to the Strata Committee.

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- (c) The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such consent provided a report satisfying the requirements of by-law 8.3 has been furnished to the Owners Corporation.
- (d) By-law 15 ("Requirements for carrying out works") applies to the changing or installation of floor coverings.
- (e) If an Owner has consent under this by-law to change flooring coverings within a Lot, that Owner has the special privilege to affix tiles or replacement flooring to the floor areas of a Lot (other than kitchen, eating areas, laundry, lavatory, bathroom or entry areas) so long as the Owner complies with this by-law and by-law 15 ("Requirements for carrying out works").
- (f) The Owner acknowledges that the tiles or replacement flooring which are affixed to the Lot by virtue of the special privilege will form part of the Lot and the Owner will be responsible for the repair and maintenance of floor coverings which are installed following registration of the Strata Plan.

### 8.3 Report

- (a) An application for consent by an Owner under by-law 9.2(c) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission in accordance with the Building Code of Australia, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 8.1 ("Floors Generally") and will comply with by-law 8.2(a).
- (b) Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in the report required under by-law 8.2.


## 9 Common Property and Shared Facilities

### 9.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Management Statement in respect of Common Property.

### 9.2 Easements

- (a) A number of Easements burden or benefit Common Property or otherwise impose obligations on the Owners Corporation. Various

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Easements burden or benefit Common Property in respect of 15 Young Street and other land within Quay Quarter Lanes.

- (b) If you are an Owner or Occupier, you must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under the Easements.

### 9.3 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works OR Minor Renovations in 15 Young Street on your behalf.

### 9.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Management Statement you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

### 9.5 Cleaning of graffiti

The Owners Corporation must remove any graffiti from the Common Property façade of 15 Young Street which is visible from a public place.

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## 10 Insurance premiums


### 10.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

### 10.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 10, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.



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### 10.3 Requirements under the Management Statement

Under the Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

## 11 Security at 15 Young Street

### 11.1 Management Statement and restrictions on the rights of the Owners Corporation

The Management Statement regulates security and the provision of Security Keys for 15 Young Street and Quay Quarter Lanes generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 11 are subject to the Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to Shared Facilities which Owners and Occupiers in Quay Quarter Lanes are entitled to use under the Management Statement.

### 11.2 Rights of Owners Corporation in relation to security for Common Property the subject of Easements

The Owners Corporation cannot lock or secure access to any part of Common Property which is the subject of Easements unless it is entitled to do so under the Easements. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 11 are subject to the Easements.

### 11.3 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into 15 Young Street and prevent fires and other hazards.


### 11.4 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of 15 Young Street.

### 11.5 Restricting access to Common Property

Subject to this by-law 11, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in 15 Young Street where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
- (c) charge you a fee or bond if you request additional or replacement Security Keys; and

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- (d) allow security personnel employed or contracted by the Owners Corporation or the Building Management Committee to use part of Common Property to operate or monitor security of 15 Young Street and other parts of Quay Quarter Lanes.

#### 11.6 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 11.5 ("Restricting access to Common Property"), it may provide you with a Security Key for the relevant part of Common Property. The obligations of the Building Management Committee to provide Security Keys for Shared Facilities are in the Management Statement.

#### 11.7 Managing the Security Key system for Common Property

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded.

#### 11.8 What are your obligations?

You must comply with your obligations in:


- (a) the Management Statement about Security Keys for Shared Facilities; and
- (b) the Easements in regard to Security Keys for any part of Common Property which is subject to Easements.

In regard to Security Keys issued by the Owners Corporation according to this by-law 11, you must:

- (c) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys; and
- (d) take all reasonable steps not to lose Security Keys; and
- (e) immediately notify the Owners Corporation if you lose a Security Key; and
- (f) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

#### 11.9 Closing doors

You must take reasonable care to make sure that fire and security doors in 15 Young Street are locked or closed when they are not being used.

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### 11.10 Procedures if you lease your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy an Apartment.

### 11.11 Some prohibitions

You must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier; or
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of 15 Young Street.

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## 12 Shared Facilities

The Loading Dock, Goods Hoist and Service Bays are a Shared Facility. When using these facilities, you must comply with the provisions of the Management Statement and any rules made under it.

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## 13 Agreement with Third Parties

### 13.1 Purpose of the caretaker agreement

The Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for 15 Young Street and for Quay Quarter Lanes generally. The Owners Corporation may exercise its power under this by-law 13 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.


### 13.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Caretaker.

### 13.3 Terms of a caretaker agreement

If the Owners Corporation (in its own right) enters into an agreement with a Caretaker:

- (a) the term of the agreement may be for any term permitted by law; and
- (b) the remuneration of the Caretaker under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

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### 13.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Caretaker must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Caretaker does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Caretaker to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.


### 13.5 Duties of the Caretaker

If permitted by law, the duties of a Caretaker under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services (including concierge services) to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising 15 Young Street generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of 15 Young Street.

### 13.6 Agreements under the Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Management Statement.

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## Part 2 Common Property Rights By-Laws

### 14 Common Property Rights By-Laws

#### 14.1 Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

#### 14.2 Interpreting this by-law

In this by-law 14, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

#### 14.3 How to change a Common Property Rights By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law 14 only with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law.

#### 14.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.


#### 14.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

#### 14.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when you

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exercise your rights or comply with your obligations under a Common Property Rights By-Law.

#### 14.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

#### 14.8 Additional insurances

In addition to your obligations under by-law 10("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.

### 15 Requirements for carrying out works


#### 15.1 When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot?

- (a) You do not need the consent of the Owners Corporation to carry out Cosmetic Works affecting Common Property in connection with your Lot.
- (b) You must have the approval of the Owners Corporation to carry out any Minor Renovations or Buildings Works affecting Common Property.
- (c) The Owners Corporation cannot unreasonably withhold consent under by-law 15.1(b) to the carrying out of Minor Renovations affecting Common Property in connection with your Lot, provided that you have complied with the requirements in this by-law 15 ("Requirements for carrying out works") including the requirements to give the notice under by-law 15.4(e).
- (d) If the Minor Renovation involves changing flooring covering, the provisions of by-law 8 apply in addition to this by-law 15.
- (e) The Owners Corporation may only give consent to the carrying out of Building Works affecting Common Property if a special resolution has first been passed by the Owners Corporation that specifically authorises you to carry out those Building Works unless you have the special privilege to do so under a Common Property Rights By-Law.

#### 15.2 When will you need consent from the Building Management Committee to carry out works?

You must have consent from the Building Management Committee to carry out any works (regardless of whether they are Minor Renovations or Building Works):

- (a) which affect (or may affect) Shared Facilities; or

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- (b) which affect or change the External Appearance of Quay Quarter Lanes or are not in conformity with the Architectural Code.

### 15.3 Procedures when you carry out Cosmetic Works

If you carry out Cosmetic Works to Common Property in connection with your Lot, you must:

- (a) carry out the Cosmetic Works in a competent and proper manner; and
- (b) repair any damage you (or persons carrying out the Cosmetic Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner.

### 15.4 Procedures before you carry out Minor Renovations or Building Works


Before you carry out any Minor Renovations or Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation required under by-law 15.1 ("When will you need consent from the Owners Corporation to carry out works to Common Property associated with your Lot?"); and
- (b) obtain necessary consents from the Building Management Committee as outlined in by-law 15.2 ("When will you need consent from the Building Management Committee to carry out works?"); and
- (c) obtain any necessary consents from Government Agencies; and
- (d) if appropriate, find out where service lines and pipes are located; and
- (e) give written notice of the proposed Minor Renovations or the Building Works to the Owners Corporation, including:
  - (i) details of the work, including copies of any plans;
  - (ii) duration and times of the work;
  - (iii) details of the persons carrying out the work, including qualifications to carry out the work; and
  - (iv) arrangements to manage any resulting rubbish or debris.

The Owners Corporation may impose reasonable conditions on you in relation to the carrying out of the Minor Renovations or Building Works.

### 15.5 Procedures when you carry out Minor Renovations or Building Works

If you carry out Minor Renovations or Building Works, you must:

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- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably); and
- (b) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in accordance with any conditions that the Owners Corporation has imposed on the Minor Renovations or Building Works;
- (c) ensure that any works involving the use of jack hammers, masonry drills or other noisy work is undertaken between the hours of 8 am to 4 pm Monday to Friday but excluding public holidays;
- (d) give the Caretaker not less than 48 hours' notice of any demolition work or work involving the use of percussion tools;
- (e) comply with any reasonable requirement of the Owners Corporation concerning storage of materials and debris;
- (f) take out appropriate insurances as prescribed by the Owners Corporation;
- (g) carry out (and ensure your contractors carry out) the Minor Renovations or Building Works in a competent and proper manner;
- (h) repair any damage you (or persons carrying out the Minor Renovations or Building Works for you) cause to any part of the Common Property or the property of another Owner or Occupier and carry out those repairs in a competent and proper manner; and
- (i) where required by the Development Act at your own cost register a Building Alteration Plan.

## 15.6 Release and indemnity

You release and indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under this by-law 15.


## 15.7 Repair and maintenance

Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation, the Owners Corporation will continue to be responsible for the proper maintenance and keeping the Common Property in a state of good and serviceable repair.

## 15.8 Owners corporation power of delegation

The Owners Corporation can delegate its powers and responsibilities relating to Minor Renovations under this by-law to the Strata Committee.



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## 16 Inter-Tenancy Walls

### 16.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 16, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the Owner of the adjoining Apartment; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law 16.

If this clause 16.1 applies to the Inter Tenancy Wall, then it is a Minor Renovation.


### 16.2 What consents are necessary?

In addition to complying with this by-law 16, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

### 16.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 16.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (c) comply with by-laws 15.4 ("Procedures before you carry out Minor Renovations or Building Works") and 15.5 ("Procedures when you carry out Minor Renovations or Building Works"); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall; and
- (e) provide a certificate from a certified fire engineer that the fire services to the Strata Scheme have not been affected by the removal of the wall.

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#### 16.4 Common Property Rights

This by-law is a Common Property Rights By-Law for the purposes of the Management Act.

### 17 Exclusive use of Airconditioning Plant and Equipment

#### 17.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 14.4 ("Occupiers may exercise rights") to 14.8 ("Additional insurances") apply to this Common Property Rights By-Law.

#### 17.2 Exclusive use and special privilege rights

The Owner of each Apartment has:

- (a) exclusive use of the Airconditioning Plant and Equipment which exclusively service their Apartment; and
- (b) the special privilege to connect to and use the Airconditioning Plant and Equipment which service their Apartment and is located within the Common Property; and
- (c) the special privilege to connect to and use Airconditioning Services necessary to operate the Airconditioning Plant and Equipment which exclusively service their Apartment.

For the avoidance of doubt, the special privilege to connect to the Airconditioning Plant and Equipment and Airconditioning Services applies to the replacement of plant, equipment and services which is required from time to time.

#### 17.3 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owners of each Apartment which has the benefit of this Common Property Rights By-Law.


#### 17.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace any parts of the Airconditioning Plant and Equipment which are not for the exclusive use of an Apartment.

#### 17.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and

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- (b) regularly clean and, where necessary, replace any filters for Airconditioning Plant and Equipment for your Apartment; and
- (c) use reputable contractors approved by the Owners Corporation to maintain, repair and replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and
- (d) comply with the requirements of Government Agencies about Airconditioning Plant and Equipment and manufacturer's recommendations about the Airconditioning Plant and Equipment for your Apartment; and
- (e) maintain and repair any part of the Common Property where your Airconditioning Plant and Equipment (or any part of it) is fitted and installed (excluding structural maintenance and repairs).

#### 17.6 Restrictions

You must not do anything which will (or might) interfere with Common Property or Shared Facility cables, conduits, pipes, wires, ducts or other Common Property services located in your Apartment

#### 17.7 Paying for costs under this Common Property Rights By-Law

You must reimburse the Owners Corporation for the cost of the Airconditioning Plant and Equipment which services both your Apartment and any other apartment under this Common Property Rights By-Law in shares proportional to the unit entitlement of your Apartment with any other Apartment who uses the Airconditioning Plant and Equipment.

### 18 Initial Fitout – Lot 30

#### 18.1 Common Property Rights By-Law


This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner. By-laws 14.4 ('Occupiers may exercise rights') to 14.8 ('Additional insurances') apply to this Common Property Rights By-Law.

#### 18.2 Exclusive use and special privilege rights

The Owner of Lot 30:

- (a) may carry out Minor Renovations and Building Works as detailed in the Thomas Hamel Design; and
- (b) has the special privilege to connect to and use and install and attach items to areas with their Apartment which form part of the Common Property and which exclusively service their Apartment.

The works comprising these Minor Renovations and Buildings Works is referred to in this by-law as 'Fitout Works'.

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### 18.3 Interpreting this by-law

In this Common Property Rights By-Law, 'you' means the Owner of Lot 30 which has the benefit of this Common Property Rights By-Law.

### 18.4 What consents are necessary?

In addition to complying with this by-law 18("Initial Fitout – Lot 30"), you must:

- (a) obtain all necessary consents from Government Agencies before carrying out the Fitout Works; and
- (b) comply with by-law 8 ("Floor Coverings").

### 18.5 Requirements for carrying out works


Before carrying out any Fitout Works, you must:

- (a) find out where all service lines and pipes are located;
- (b) comply with by-law 15.4(e) ;and
- (c) give the Owners Corporation evidence of currency for the duration of the works of contractors' all risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which you are a named party.

### 18.6 Carrying out the Fitout Works

In undertaking the Fitout Works, you and your agents and contractors must:

- (a) use best quality and appropriate materials, in a competent and proper manner;
- (b) comply with all conditions and requirements of the Government Agencies;
- (c) comply with the Building Code of Australia and all pertinent Australian Standards;
- (d) not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
- (e) ensure that any works involved in the use of jack hammers, masonry drills or other noisy work is undertaken between the hours of 8am and 4pm, Monday to Friday inclusive (excluding public holidays);
- (f) give the residents of other lots in the building not less than 48 hours' notice of any demolition work or work involving the use of percussion tools;

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- (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (h) comply with any reasonable requirement of the Owners Corporation concerning storage of materials and debris;
- (i) carry out the works between 7.30am and 4pm on Monday to Friday (inclusive), excluding public holidays;
- (j) ensure the works are completed within 10 months of their commencement (unless there are delays beyond your reasonable control); and
- (k) not remove or alter any base build elements installed by the developer of the Building including, without limitation acoustic underlays (except as permitted by by-Law 8), waterproofing membranes, mechanical systems and fire safety devices.

## 18.7 After the Works

Within one month after completion of the Works, you must give the Owners Corporation evidence that the Fitout Works have been completed in accordance with the requirements of the Government Agencies (as applicable).

## 18.8 Repair and maintenance

- (a) Subject to the terms of this by law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation, the Owners Corporation will continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (b) You must maintain the improvements installed in the course of the Fitout Works (including fixtures and fittings installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.

## 18.9 Damage


You must repair damage as required by By-law 14.6 ('Repairing Damage').

## 18.10 Indemnities


You indemnify the Owners Corporation as required by By-law 14.7 ('Indemnities').

## 18.11 Insurance

- (a) You must apply the proceeds of a claim in respect of insurance referred to in by-law 18.5(c) to the repair or completion of the works, or to reimbursement for their prior repair or completion.

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- (b) The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in by-law 18.5(c).
- (c) You appoint the Owners Corporation your attorney for the purposes of paragraphs (a) and (b) above, and at the request of the Owners Corporation, you must do anything required to give effect to this authority.

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## Part 3 – Other Matters

### 19 Services provided by the Owners Corporation

#### 19.1 Power to supply services

The Owners Corporation has the power to supply services to each Lot including, but not limited to:

- (a) electricity;
- (b) hot and cold water;
- (c) sewerage;
- (d) gas;
- (e) air conditioning condenser water;
- (f) window cleaning;
- (g) garbage disposal and recycling services; and
- (h) gardening.

Those agreements may be entered into by the Owners Corporation for its own account or as agent for and bind each Owner and Occupier.

#### 19.2 Agreements with third parties


The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

#### 19.3 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law 19.3. That agreement can include a provision for the disconnection of the service for non-payment.

#### 19.4 Agreements with Owners and Occupiers

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law 19.3. That agreement can include a provision for the disconnection of the service for non-payment.

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## 20 Licences

### 20.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities). The Owners Corporation may exercise its powers under this by-law 20 only by special resolution at a general meeting.

### 20.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 20 may include provisions about:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

## 21 Rules

### 21.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of 15 Young Street and, in particular, the use of Common Property.

### 21.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.


### 21.3 What are your obligations?

You must comply with the Rules.

### 21.4 What if a Rule is inconsistent with the by-laws?

- (a) If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.



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### 21.5 What if a rule is inconsistent with the Management Statement?

If a Rule is inconsistent with the Management Statement, the Management Statement prevails to the extent of the inconsistency.

### 21.6 What if a rule is inconsistent with the Easements?

If a Rule is inconsistent with the Easements, the Easements prevail to the extent of the inconsistency.

---

## 22 How are consents given?

### 22.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Strata Committee.

### 22.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

### 22.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with conditions made by them when they gave you consent or the by-law under which they gave you consent.

---


## 23 Failure to comply with by-laws

### 23.1 Breach Notice

- (a) The Owners Corporation can serve a notice on an Owner or Occupier requiring the Owner or Occupier to comply with a specified by-law in accordance with section 146 of the Management Act.
- (b) The Owners Corporation can delegate the giving of a notice to the strata managing agent or Strata Committee.
- (c) If the Owners Corporation gives a notice under section 146 of the Management Act, the Owners Corporation may apply to the Tribunal for an order under section 147 of the Management Act.

### 23.2 Power of the Owners Corporation to carry out work

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

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### 23.3 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

### 23.4 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

---

## 24 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

---

## 25 Interpretation

### 25.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**15 Young Street** means the strata scheme created on registration of the strata plan registered with these by-laws.

**Airconditioning Plant and Equipment** means air handling units and equipment, condensers, fan units, fancoil units, cables, conduits, pipes, wires and ducts which are part of a variable refrigerant volume airconditioning system located on Common Property and which exclusively service an Apartment, including by supplying airconditioning and refrigerant for airconditioning.

**Airconditioning Services** includes all supply air ducts, plenums, fire dampers and associated support systems.


**Apartment** means a lot in 15 Young Street.

**Architectural Code** means the architectural code for Quay Quarter Lanes in the Management Statement.

**Balcony** means a balcony, a terrace, courtyard or wintergarden in an Apartment.

**Building Alteration Plan** is defined in the Development Act.

**Building Management Committee** means the building management committee for Quay Quarter Lanes established according to the Development Act and the Management Statement.

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**Building Works** means:

- (a) work involving structural changes to Common Property, including the Common Property walls, floor and ceiling enclosing your Lot; or
- (b) work that changes the external appearance of your Lot; or
- (c) work involving waterproofing;
- (d) work for which consent or another approval is required under any other Act; or
- (e) services in 15 Young Street, whether or not they are for the exclusive use of your Apartment.

Building Works excludes Minor Renovations and Cosmetic Works.

**Caretaker** means the building manager appointed by the Owners Corporation according to by-law **Error! Reference source not found.**13.1 ("Purpose of Caretaker Agreement").

**Common Property** means Common Property in 15 Young Street and personal property of the Owners Corporation.

**Common Property Rights By-Law** means by-laws granting an Owner or Owners exclusive use and special privileges in respect of Common Property according to part 7 division 4 of the Management Act.

**Cosmetic Works** has the same meaning as in the Strata Scheme Law.

**Council** means City of Sydney Council.

**Development Act** means the *Strata Schemes Development Act 2015*.

**Easements** means any easements, restrictions on use and positive covenants benefiting or burdening any part of 15 Young Street or Quay Quarter Lanes.

**External Appearance** has the same meaning as in the Management Statement.


**Garbage Room** means the garbage room on basement level 1 of 15 Young Street.

**Goods Hoist** means the goods hoist adjacent to the Loading Dock and including the temporary holding waste area.

**Government Agency** means any government or any governmental or semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation.

**Inter-Tenancy Wall** means a Common Property wall between two Apartments.

**Loading Dock** means the loading dock for Quay Quarter Lanes which is a Shared Facility under the Management Statement.

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**Lot** means the strata lot that you own or occupy in 15 Young Street.

**Management Act** means the *Strata Schemes Management Act 2015* (NSW).

**Minor Renovation** has the same meaning as in the Strata Scheme Law.

**Management Statement** means the management statement for Quay Quarter Lanes.

**Occupier** means the occupier, lessee, licensee or person in lawful occupation of an Apartment.

**Owner** means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

**Owners Corporation** means the owners corporation for the strata plan registered with these by-laws.

**Quay Quarter Lanes** means the land and improvements the subject of the Management Statement.

**Representative** means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

**Rules** mean Rules made by the Owners Corporation according to by-law 21 ("Rules").


**Security Key** means a key, magnetic card or other device or information used in 15 Young Street to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Service Bays** means the service vehicle spaces within Quay Quarter Lanes.

**Shared Facilities** has the same meaning as it does in the Management Statement.

**Strata Committee** means the strata committee of the Owners Corporation.

**Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

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**Strata Plan** means strata plan registered with these by-laws as SP102356.

**Strata Scheme** means the strata scheme created on registration of the Strata Plan.

**Strata Schemes Law** means the Strata Schemes Management Act 2015 and Strata Development Act 2015.

**Substitute Representative** means a natural person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if its Representative cannot attend.


**Thomas Hamel Design** means the plans and specifications prepared by Thomas Hamel Design for the Apartment within Lot 30 filed with the Committee.

**Tribunal** means the Civil and Administrative Tribunal under the Management Act.

## 25.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law 25 does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for 15 Young Street; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

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### 25.3 Headings


Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

### 25.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

### 25.5 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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## By-Laws for 15 Young Street Sydney at Quay Quarter Lanes


Signing page

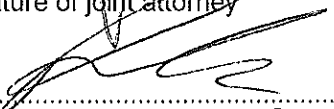
EXECUTED by KENT STREET PTY  
LTD (ACN 006 794 654) by its joint  
attorneys under power of attorney  
registered book 4746 No 35 in the  
presence of:

  
.....  
Signature of witness

JOSEPHINE WOLFF  
.....  
Name of witness (block letters)

33 Alfred St, Sydney  
.....  
Address of Witness (print)

  
.....  
Signature of joint attorney LUKE CHRISTOPHER BRISCOE

  
.....  
Signature of joint attorney PAUL JOHN KEANE

By executing this document each joint  
attorney states that the joint attorney  
has received no notice of revocation of  
the power of attorney

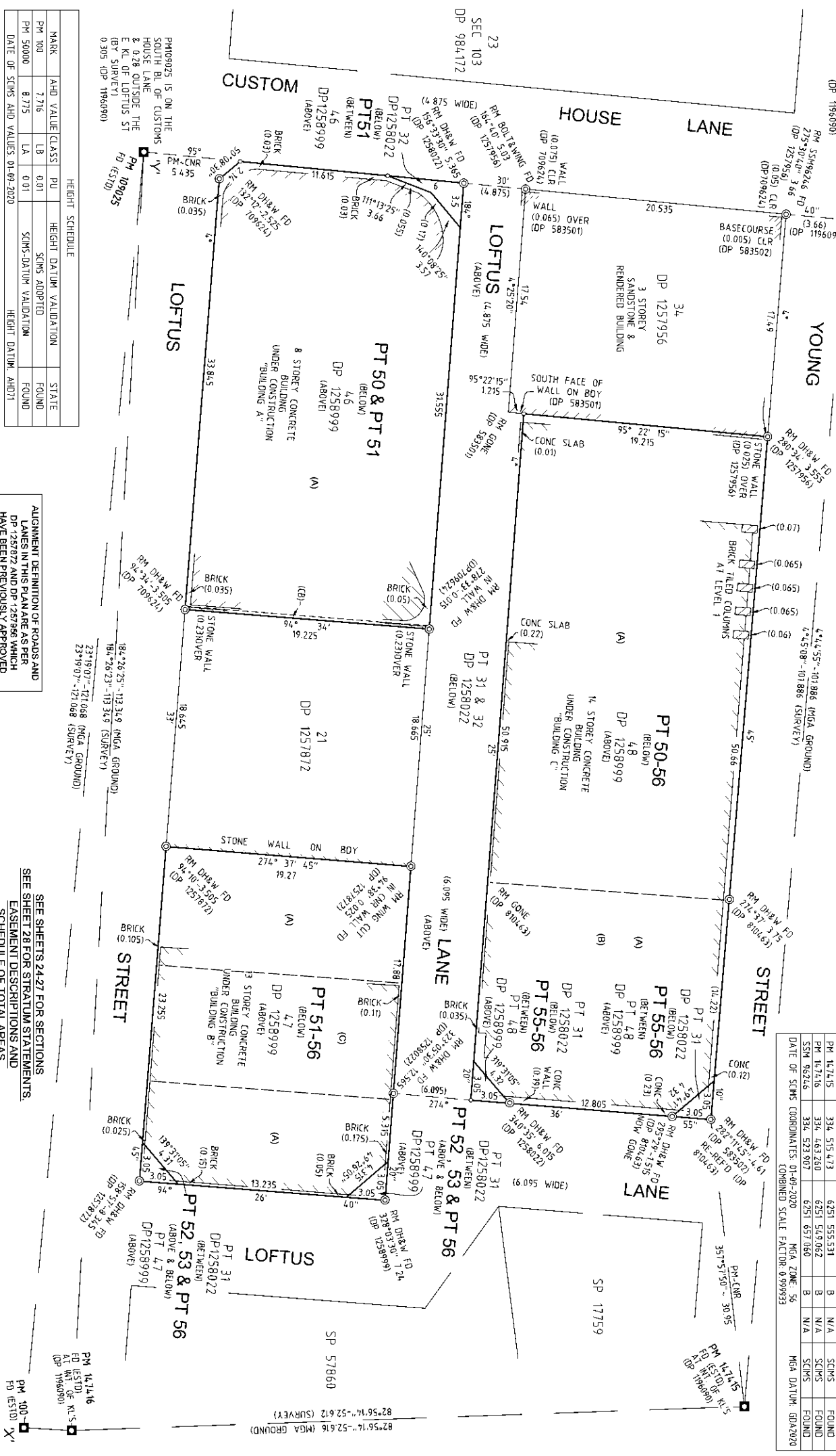
LOTS 50-56 INCLUSIVE ARE STRATUM  
LOTS PARTIALLY LIMITED IN HEIGHT AND  
DEPTH BY REGULAR PLANS ON  
AUSTRALIAN HEIGHT DATUM (AHD)

LOCATION PLAN

- (A) RESERVATIONS AND CONDITIONS IN CROWN GRANTS)  
(B) LAND EXCLUDES MINERALS - (SEE CROWN GRANTS)  
(C) LAND EXCLUDES MINERALS (P 125882)

PM 100 - PM 14,716	92°40'30"-39°19'11" (MGA GROUND)
PM 109025 - 53M 96216	92°40'34"-39°19'13" (SURVEY)
PM 109025 - 53M 96216	92°40'33"-52°11'16" (MGA GROUND)
92°40'33"-52°11'16" (SURVEY)	92°40'33"-52°11'20" (SURVEY)

COORDINATE SCHEDULE				
MARK	EASTING	NORTHING	CLASS	METHOD
PM 100	334,424.114	625,550.891	B	N/A
PM 50000	334,413.369	625,522.927	D	N/A
PM 109025	334,417.035	625,662.063	B	N/A
PM 14,716	334,515.473	625,555.531	B	N/A
PM 14,716	334,463.260	625,549.062	B	N/A
SSM 96216	334,523.907	625,657.060	B	N/A
MGA DATUM: GDA2020				
COMBINED SCALE FACTOR: 0.99993				



HEIGHT SCHEDULE				
MARK	AND VALUE (CLASS)	PU	HEIGHT DATUM VALIDATION	STATE
PM 100	7.716	LB	SCMS ADOPTED	FOUND
PM 50000	8.775	LA	SCMS DATUM VALIDATION	FOUND
DATE OF SCMS AND VALUES 01-09-2020				
HEIGHT DATUM: AHD71				

HEIGHT DIFFERENCE SCHEDULE		
FROM	TO	METHOD
PM 100	PM 50000	+1.059
PM 50000	PM 100	-1.059
HEIGHT DATUM: AHD71		

ALIGNMENT DEFINITION OF ROADS AND  
LANES IN THIS PLAN ARE AS PER  
DP 1257872 AND DP 1257866 WHICH  
HAVE BEEN PREVIOUSLY APPROVED

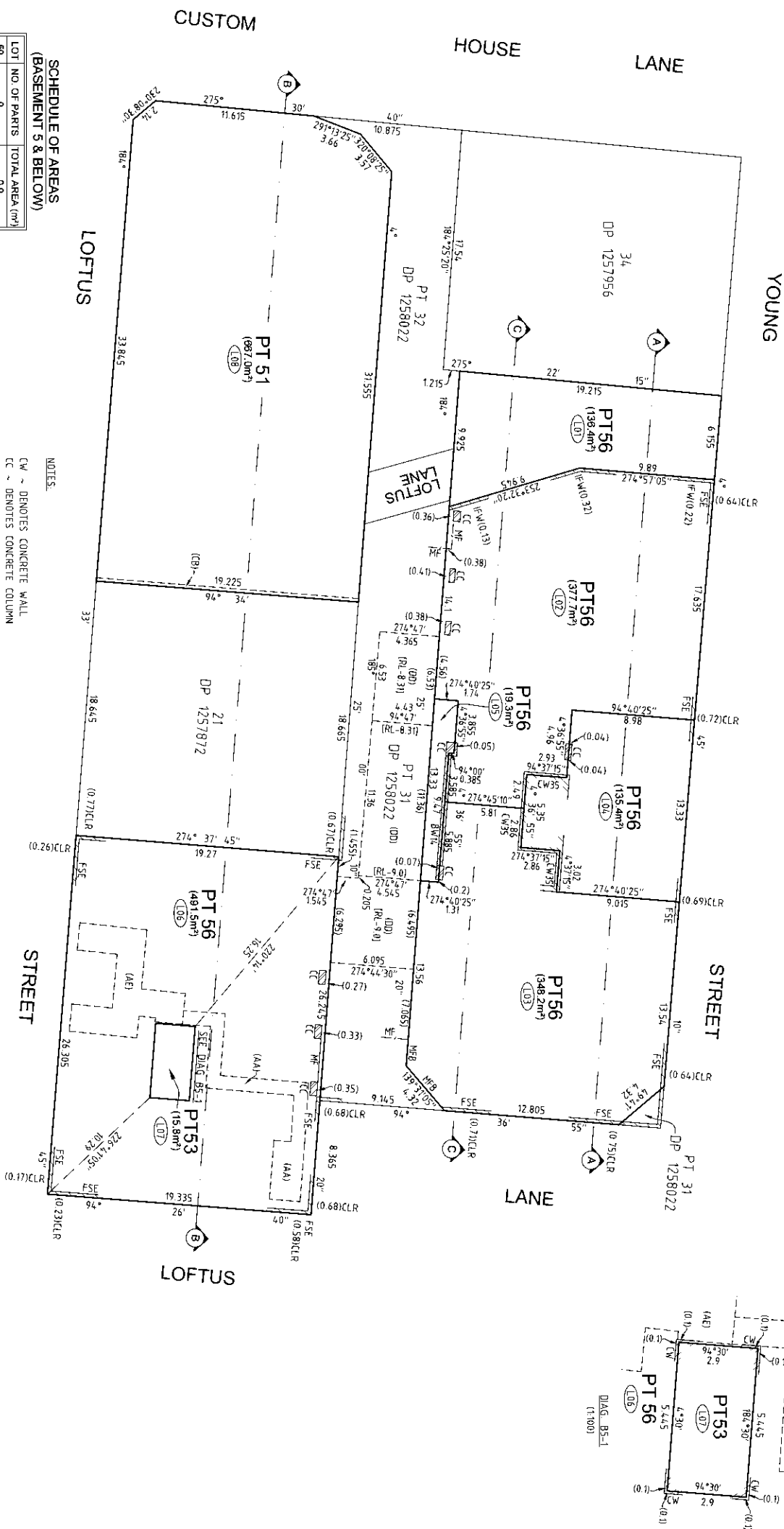
SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022

REGISTERED  
29/03/2021  
DP1259000



### BASEMENT 5 AND BELOW



LOT	NO. OF PARTS	TOTAL AREA (m <sup>2</sup> )
50	0	0.0
51	1	667.0
52	0	0.0
53	1	15.8
54	0	0.0
55	0	0.0
56	6	1508.5

**SCHEDULE OF AREAS**  
**(BASEMENT 5 & BELOW)**

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRUTUM STATEMENTS  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

NOTES:

CW ~ DENOTES CONCRETE WALL  
 CC ~ DENOTES CONCRETE COLUMN  
 FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
 IFW ~ DENOTES INSIDE FACE OF WALL  
 CW35 ~ DENOTES BOY IS CENTRE OF 0.35 WIDE CONCRETE WALL  
 BW1 ~ DENOTES BOY IS CENTRE OF 0.14 WIDE BLOCK WALL  
 MF ~ DENOTES MESH FENCE  
 WB ~ DENOTES MESH FENCE ON BOY

**SURVEYOR**  
**Name:** MARQUES DANIEL VICENTE  
**Date of Survey:** 12-11-2020  
**Surveyor's Reference:** 41595 027DP

**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022**

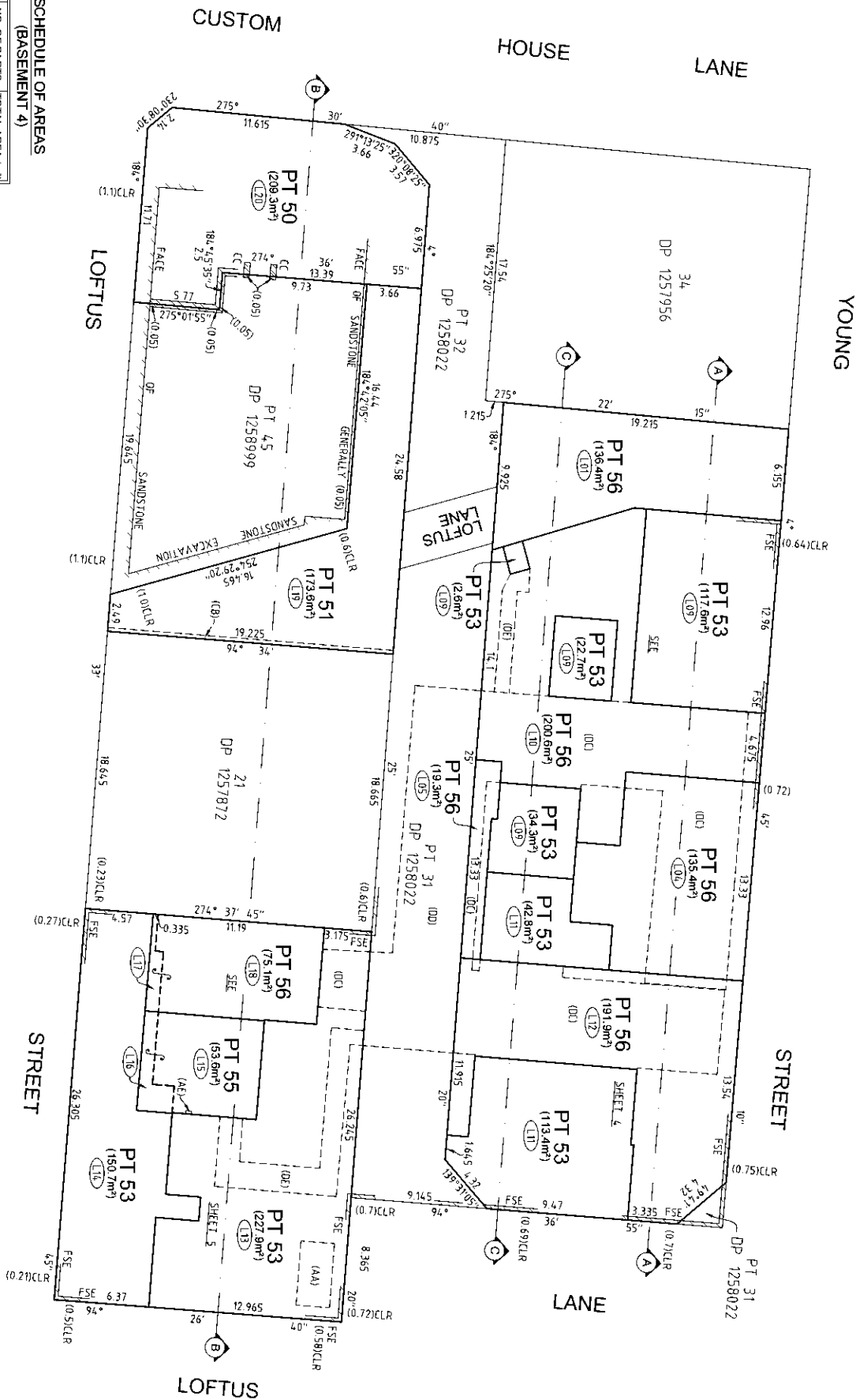
LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres.

Registered  
29/03/2021

DP1259000

DP1259000

BASEMENT 4



SCHEDULE OF AREAS  
(BASEMENT 4)

LOT	NO. OF PARTS	TOTAL AREA (m²)
50	1	209.3
51	1	173.6
52	0	0.0
53	8	712.0
54	0	0.0
55	1	53.8
56	6	756.7

NOTES:

CC ~ DENOTES CONCRETE COLUMN  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

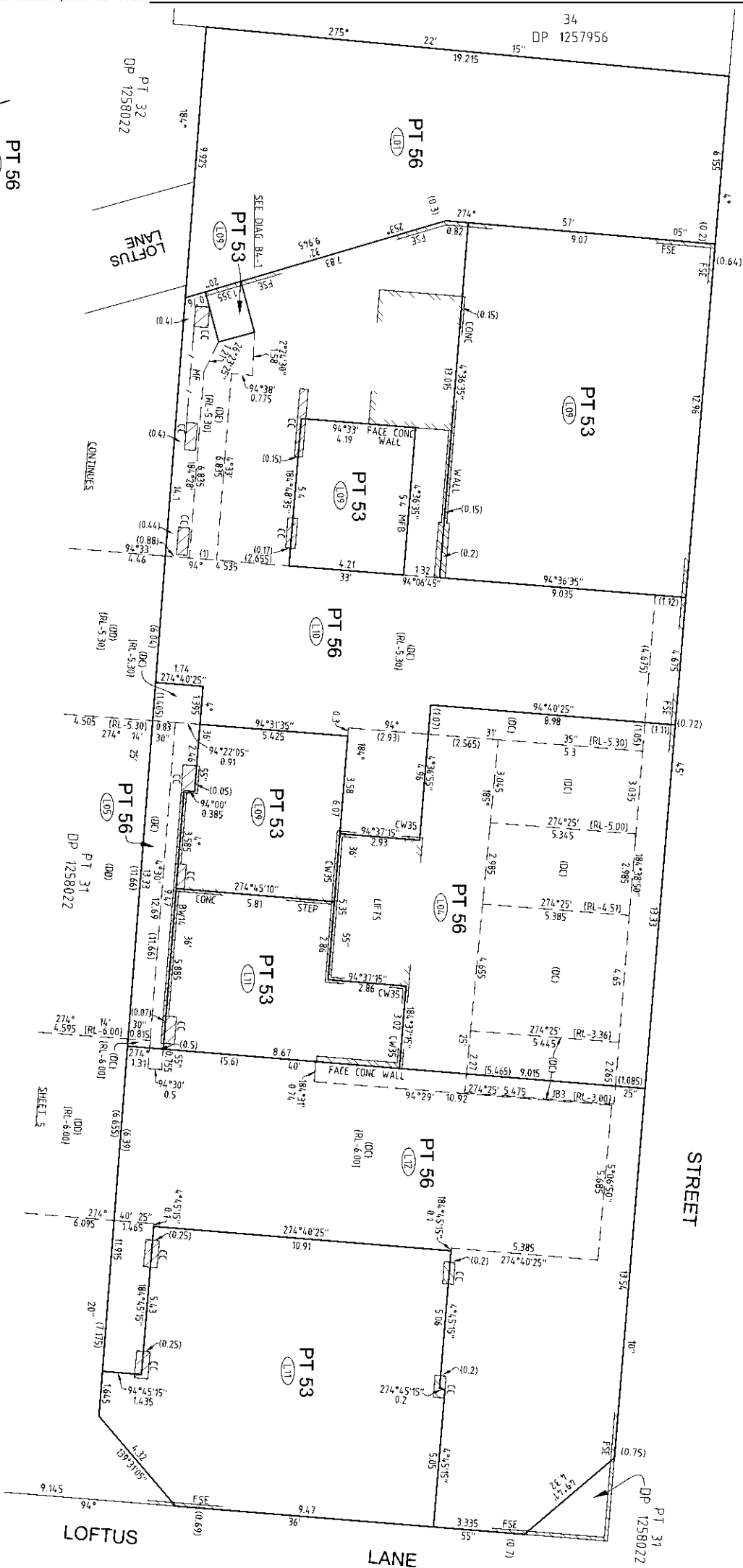
SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 0270P

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

Registered  
29/03/2021

DP1259000



NOTES:

CC ~ DENOTES CONCRETE COLUMN  
 FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
 BW/L ~ DENOTES BDY IS CENTRE OF 0.14 WIDE BLUCK WALL  
 CW/35 ~ DENOTES BDY IS CENTRE OF 0.35 WIDE CONCRETE WALL  
 MF ~ DENOTES MESH FENCE  
 MFB ~ DENOTES MESH FENCE ON BDY  
 B3 ~ DENOTES JOINS BASEMENT 3 - SHEET 7

MFB ~ DENOTES MESH FENCE ON BDY  
JIB3 ~ DENOTES JOINS BASEMENT 3 - SHEET 7

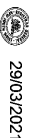
## SURVEYOR

Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41595 027DP

**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022**

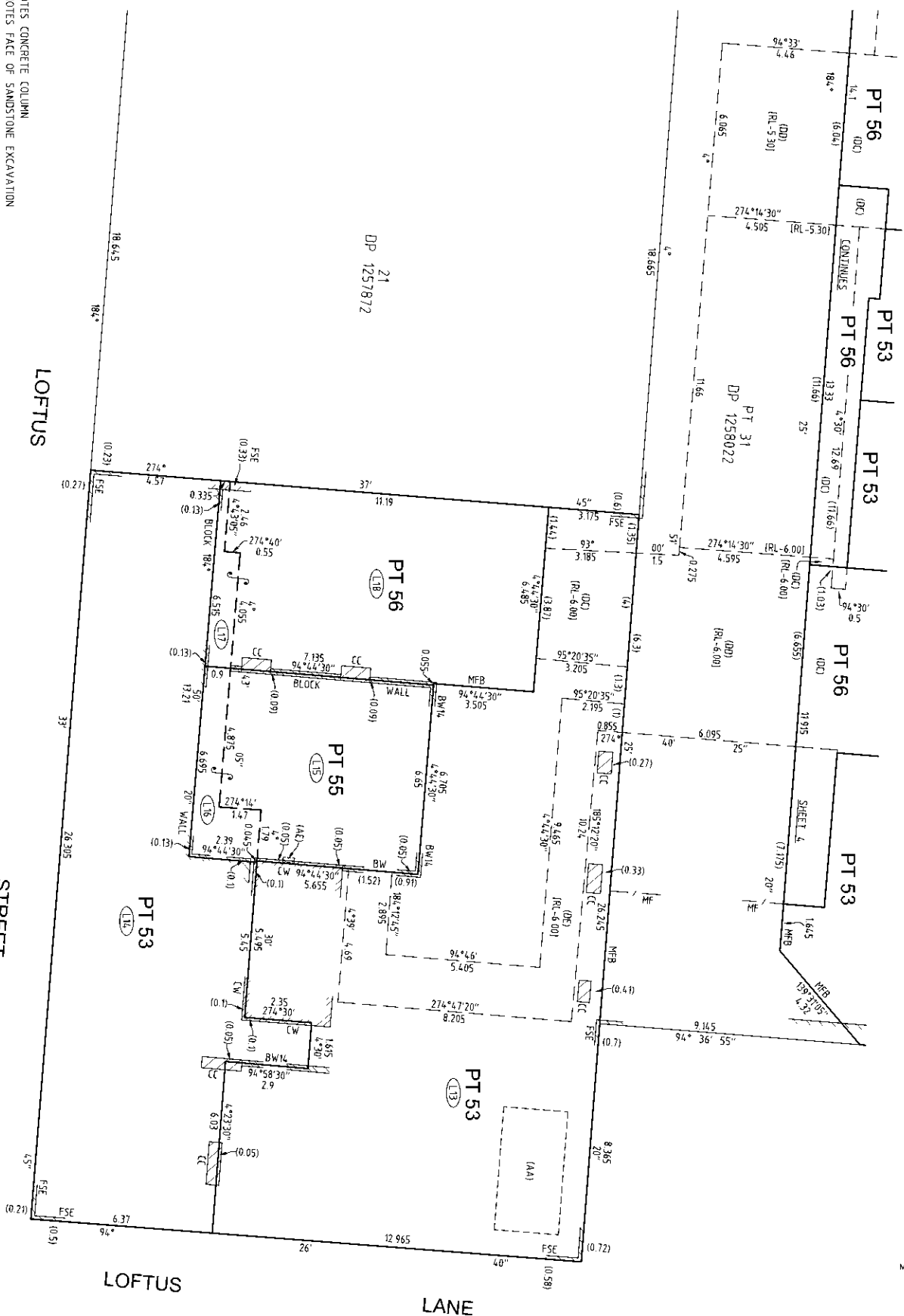
LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres.

### Required



DP1259000

## BASEMENT 4



## NOTES:

- CC ~ DENOTES CONCRETE COLUMN
- FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION
- BW ~ DENOTES BLOCK WALL
- BW1/4 ~ DENOTES BODY IS CENTRE OF 0.14 WIDE BLOCK WALL
- CW3/5 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL
- MF ~ DENOTES MESH FENCE
- MFB ~ DENOTES MESH FENCE ON BODY

LOFTUS

STREET

LOFTUS

LANE

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 0270P

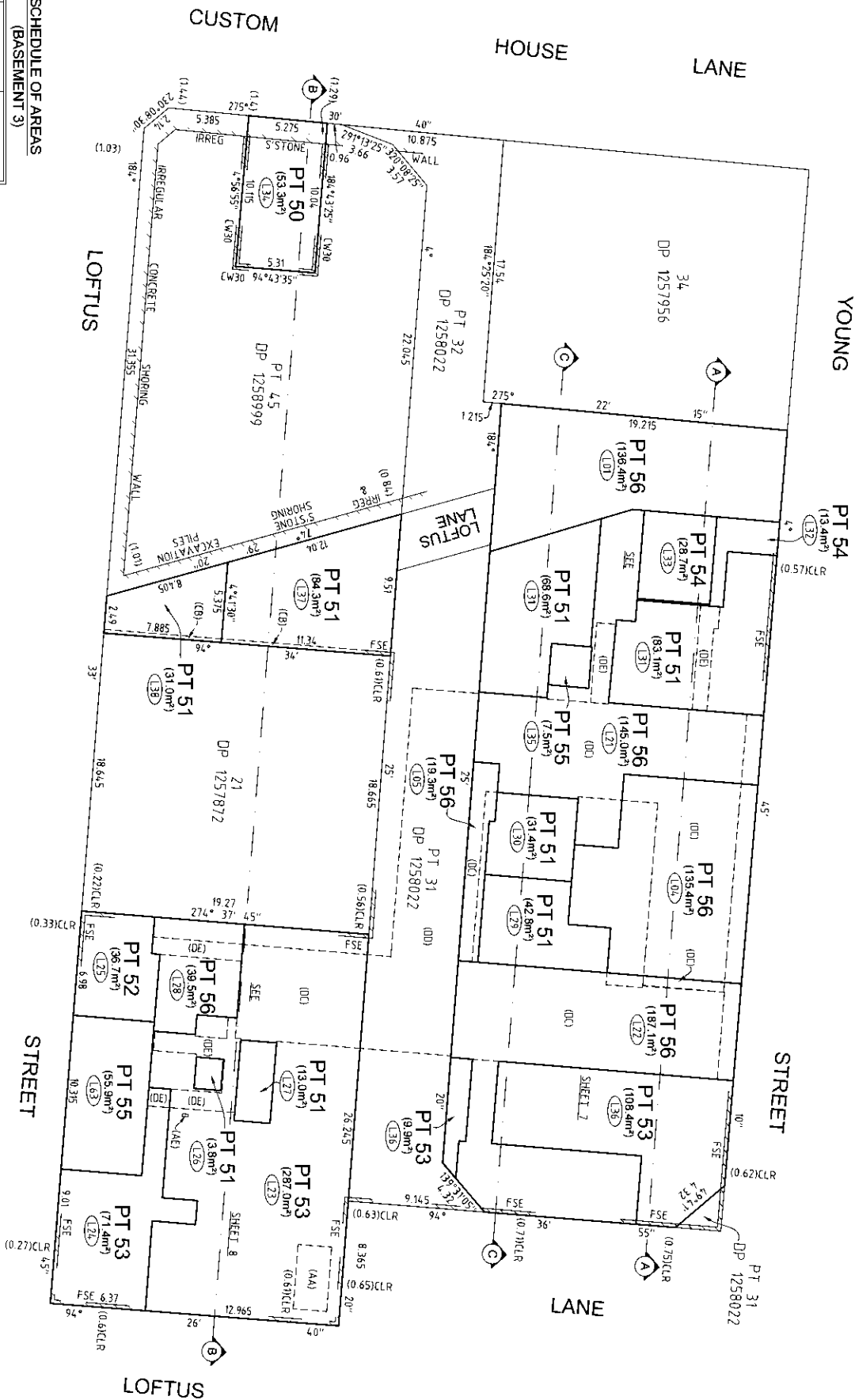
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio: 1:200  
Lengths are in metres

Registered  
29/03/2021

DP1259000

BASEMENT 3



SCHEDULE OF AREAS  
(BASEMENT 3)

LOT	NO. OF PARTS	TOTAL AREA (m²)
50	1	63.3
51	8	368.0
52	1	36.7
53	4	476.7
54	2	42.1
55	2	63.4
56	6	662.7

NOTES:

CW30 ~ DENOTES BOY IS CENTRE OF 0.3 WIDE CONCRETE WALL  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 0270P

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

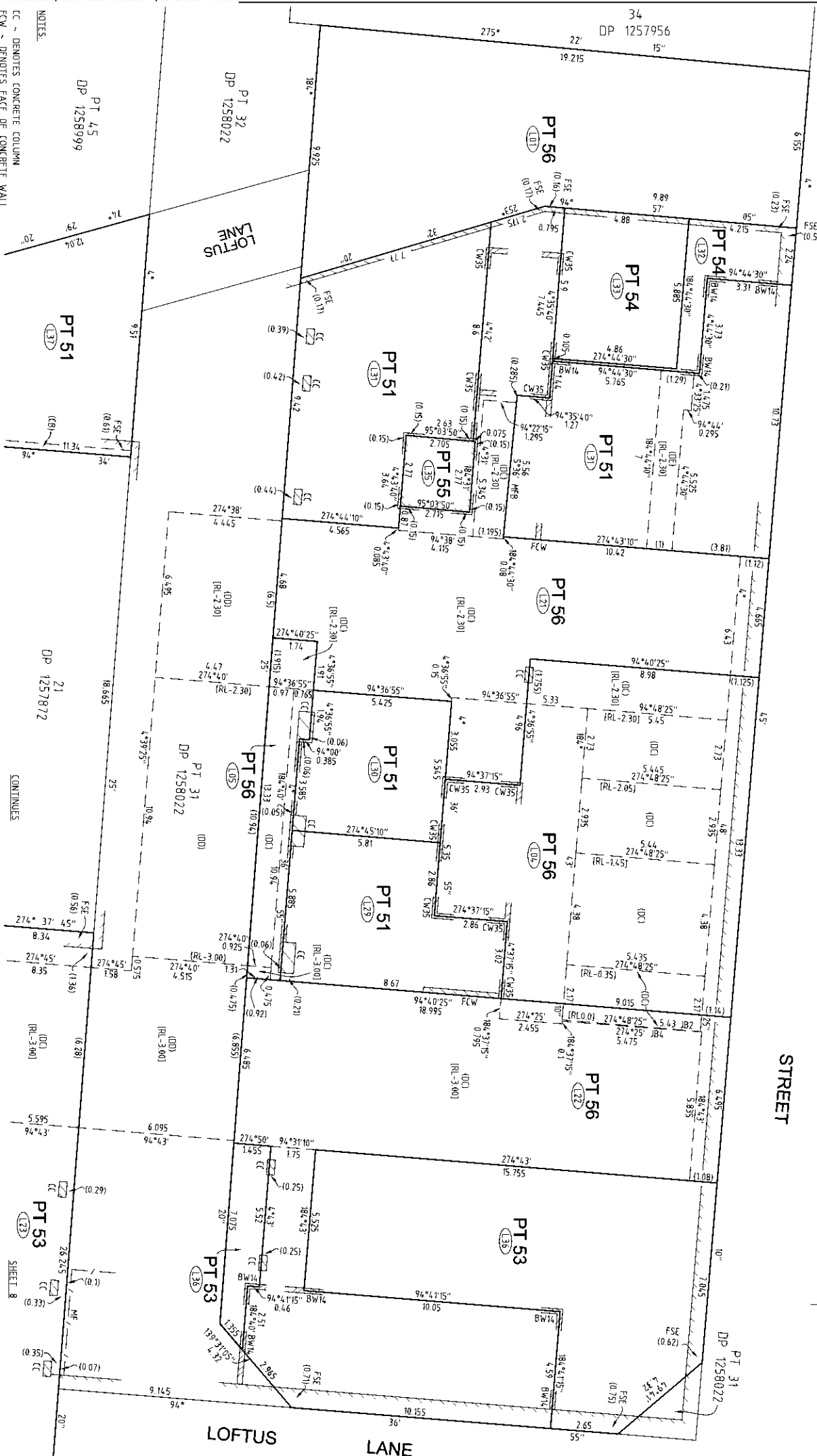


Registered  
29/03/2021  
DP1259000

YOUNG

BASEMENT 3

STREET



NOTES:

CC ~ DENOTES CONCRETE COLUMN

FCW ~ DENOTES FACE OF CONCRETE WALL

FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

CW35 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL

BW14 ~ DENOTES BODY IS CENTRE OF 0.14 WIDE BLOCK WALL

MF ~ DENOTES MESH FENCE

MB ~ DENOTES MESH FENCE ON BDY

JB4 ~ DENOTES JOBS BASEMENT 4 - SHEET 4

JB2 ~ DENOTES JOBS BASEMENT 2 - SHEET 10

SEE SHEETS 24-27 FOR SECTIONS

EASEMENT DESCRIPTIONS AND SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41865 0270P

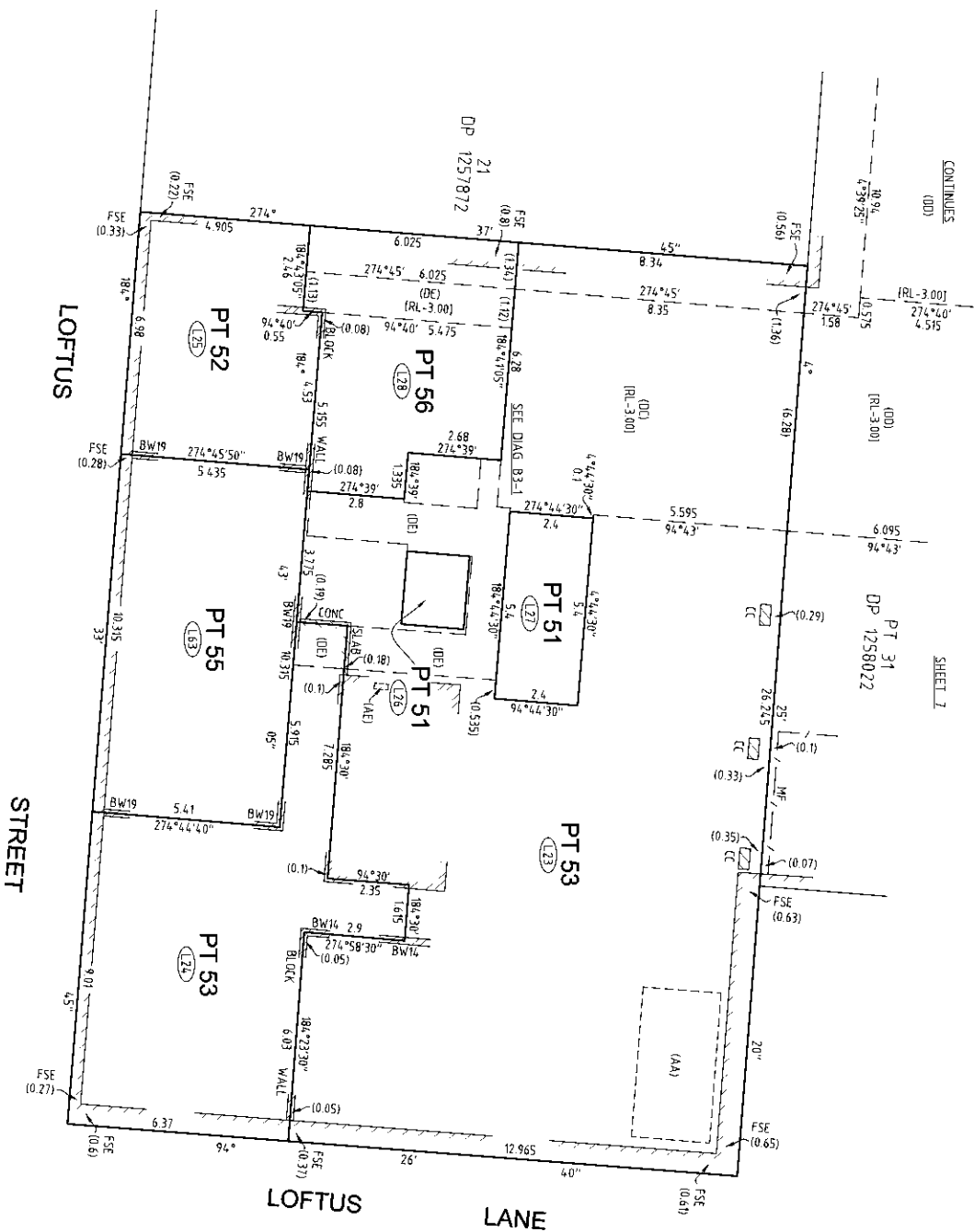
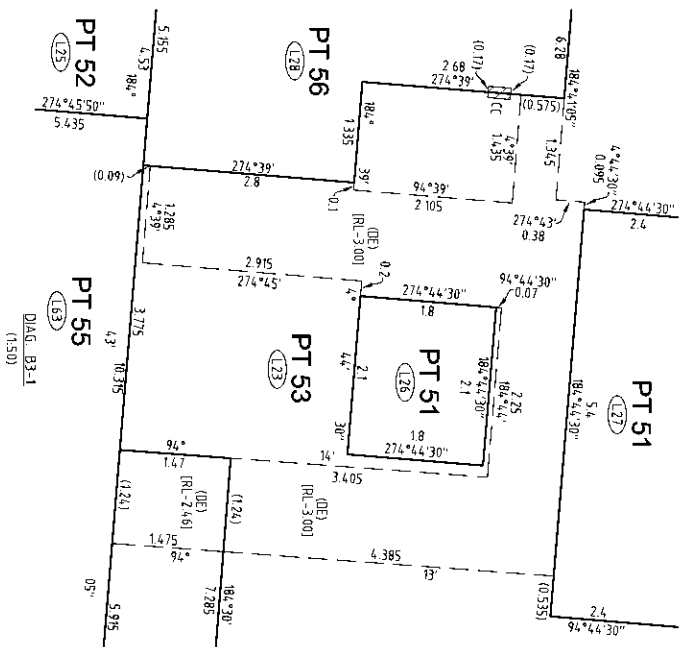
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres

Registered  
29/03/2021

DP1259000

## BASEMENT 3



## NOTES:

- CC ~ DENOTES CONCRETE COLUMN  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
BW16 ~ DENOTES BOLT IS CENTRE OF 0.16 M. WIDE BLOCK WALL  
BW19 ~ DENOTES BOLT IS CENTRE OF 0.19 M. WIDE BLOCK WALL  
MF ~ DENOTES MESH FENCE

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 0270P

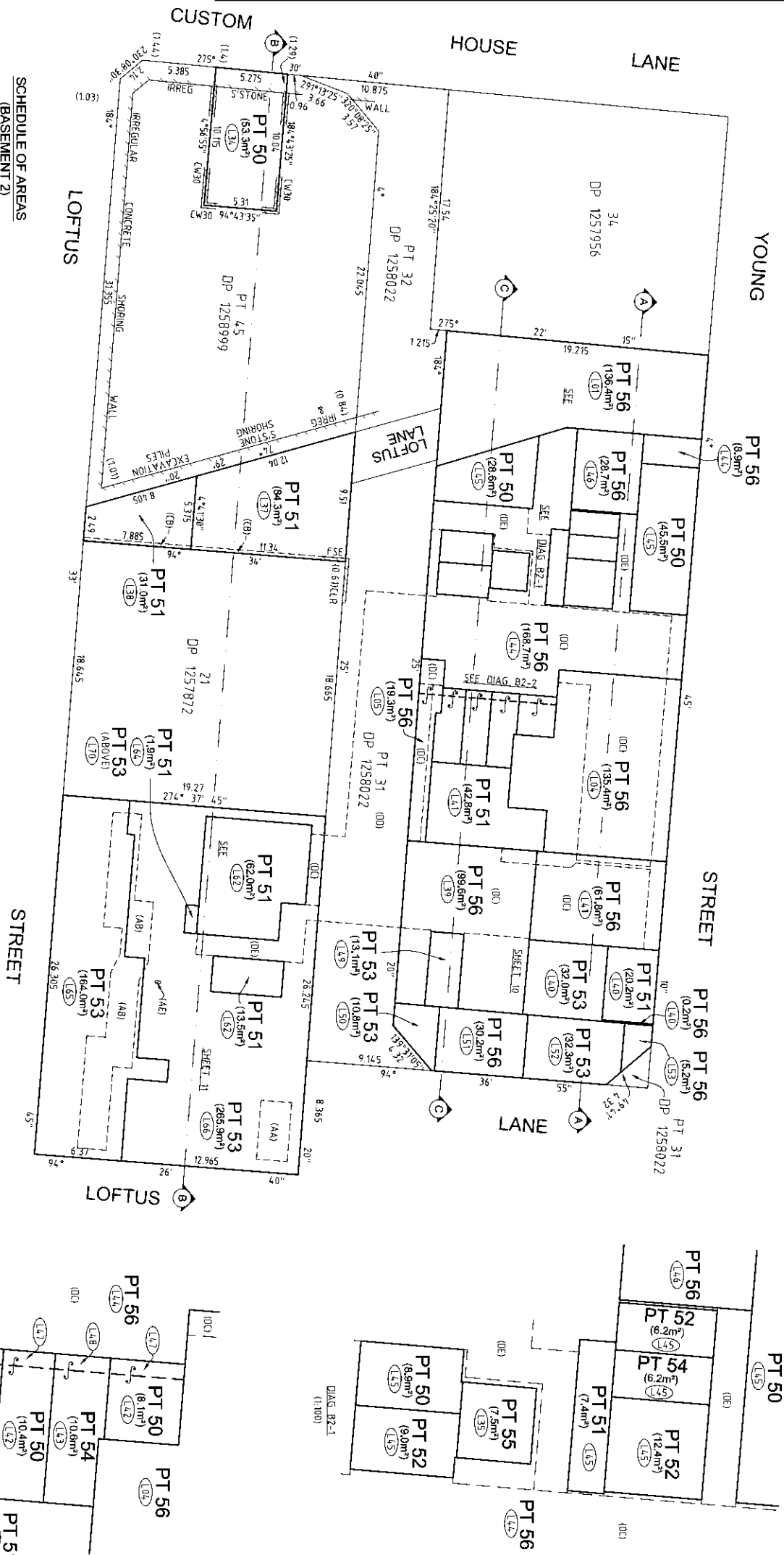
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres



Registered  
29/03/2021  
DP1259000

## BASEMENT 2

SCHEDULE OF AREAS  
(BASEMENT 2)

LOT	NO. OF PARTS	TOTAL AREA (m²)
50	6	154.8
51	8	283.1
52	3	27.6
53	6	618.1
54	3	27.4
55	1	7.5
56	11	694.4

## NOTES:

CW30 ~ DENOTES B'DY IS CENTRE OF 0.3 WIDE CONCRETE WALL  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

**SURVEYOR**  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 0270P

**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022**

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio: 1:200  
Lengths are in metres

Registered  
29/03/2021

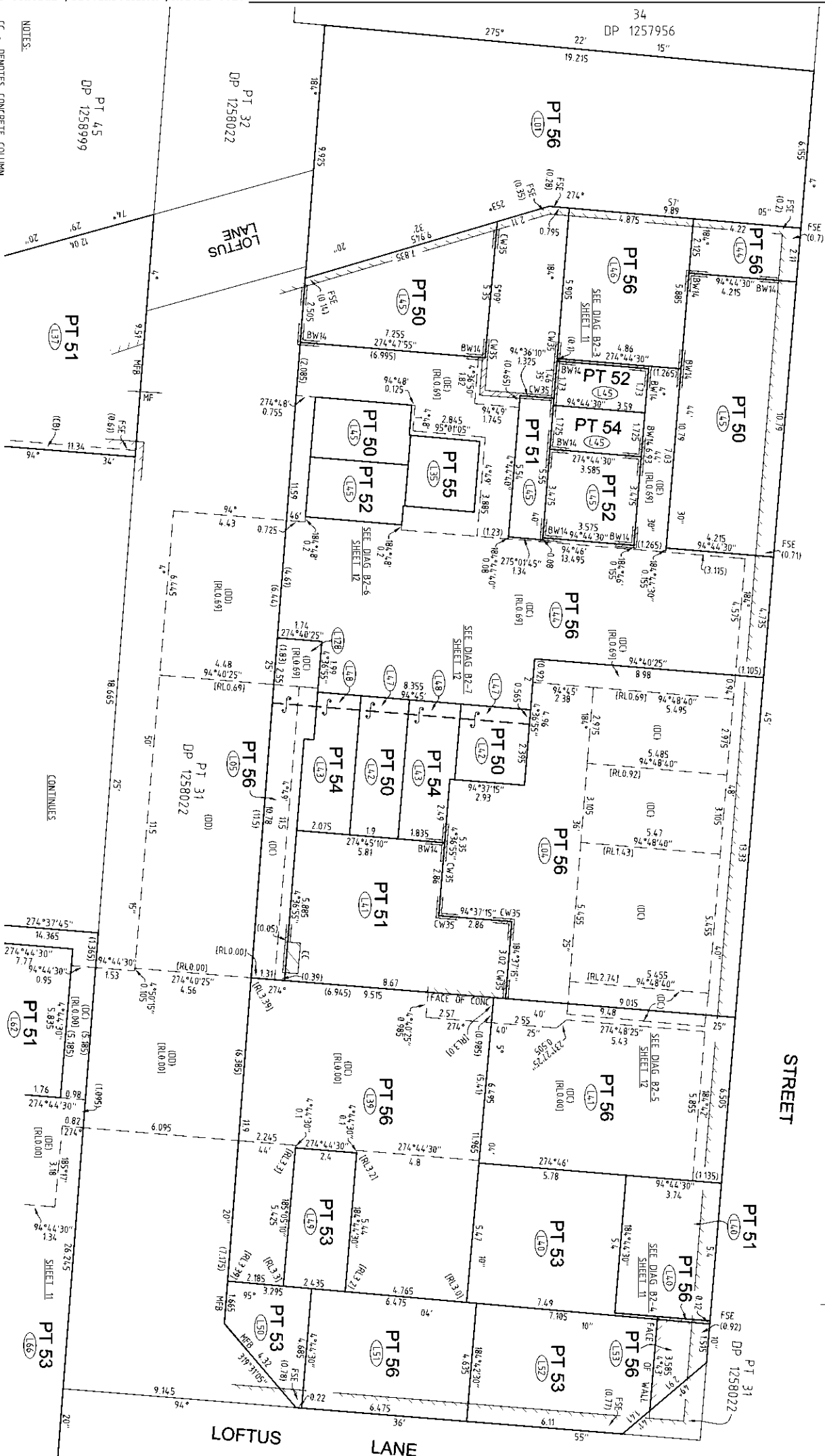
DP1259000



YOUNG

BASEMENT 2

STREET



NOTES:

- CC ~ DENOTES CONCRETE COLUMN
- FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION
- CW35 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL
- BW14 ~ DENOTES BODY IS CENTRE OF 0.14 WIDE BLOCK WALL
- MF ~ DENOTES MESH FENCE
- MEB ~ DENOTES MESH FENCE ON BODY

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41865 0270P

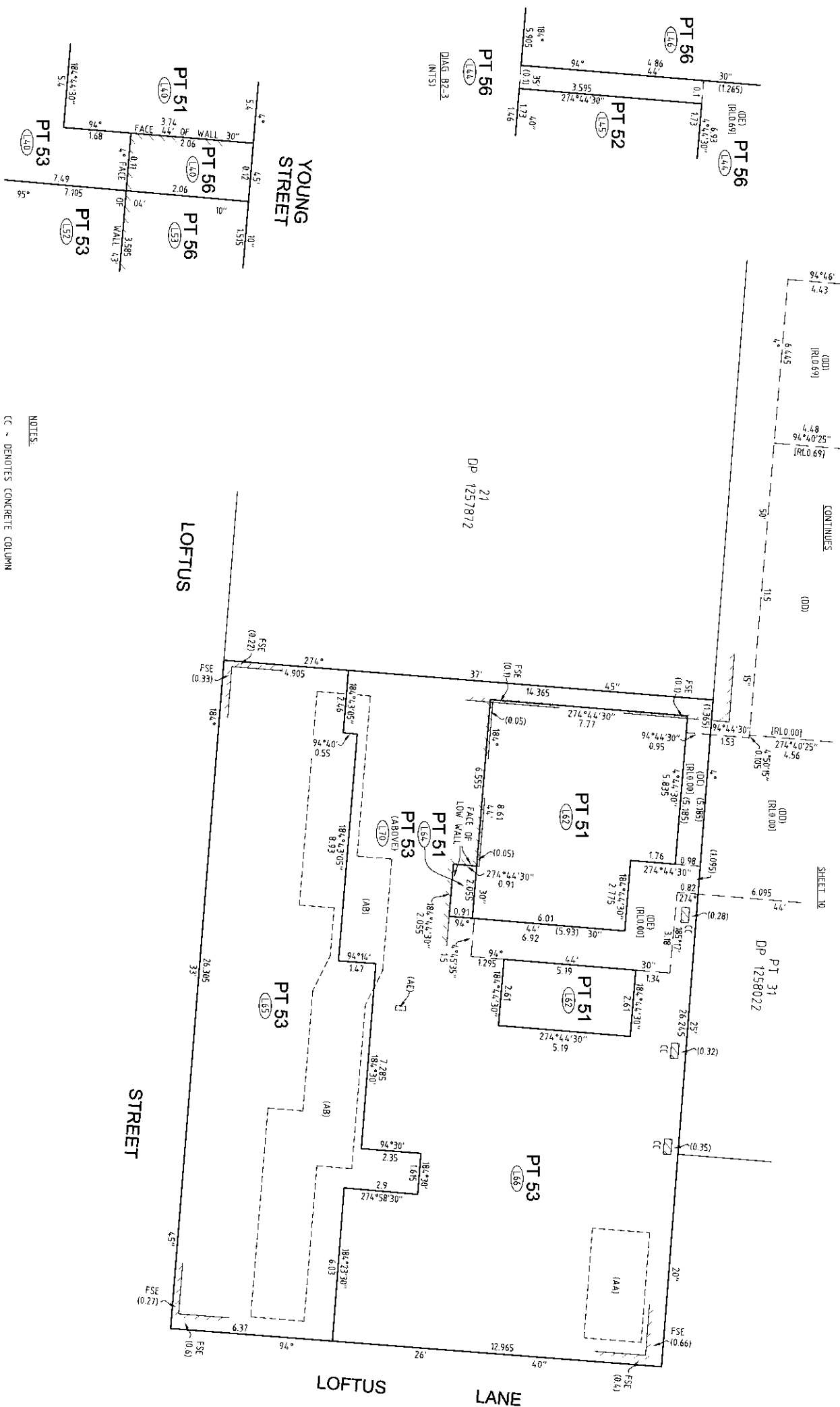
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres

Registered  
29/03/2021

DP1259000

## BASEMENT 2



## NOTES:

CC ~ DENOTES CONCRETE COLUMN

FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

## SURVEYOR

Name: MARQUES DANIEL VICENTE

Date of Survey: 12-11-2020

Surveyor's Reference: 41895 0270P

## PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND

EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1:100

Lengths are in metres

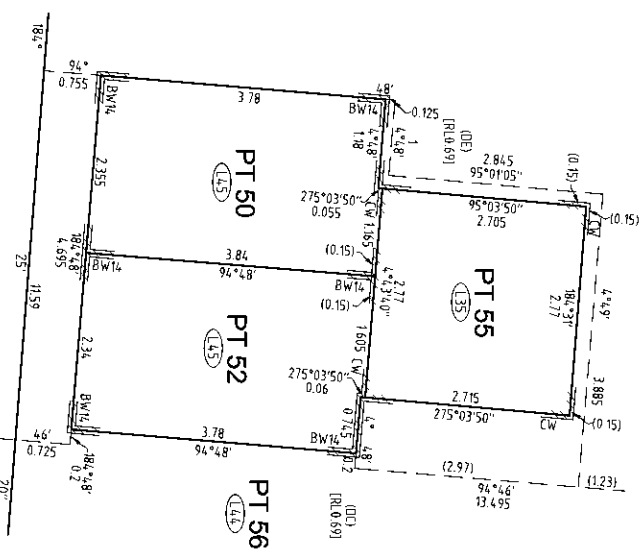
Registered

29/03/2021

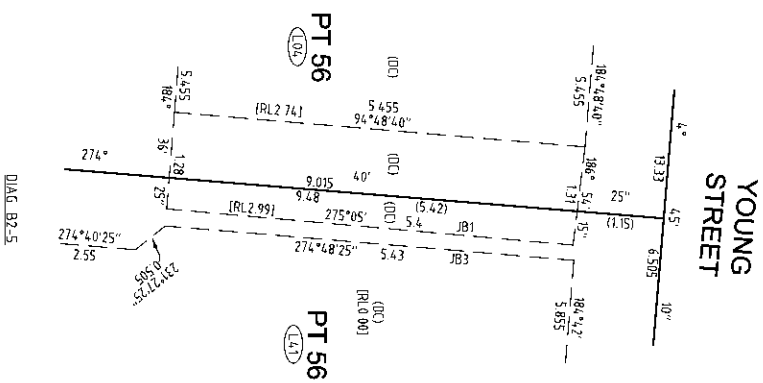
DP1259000

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

## BASEMENT 2

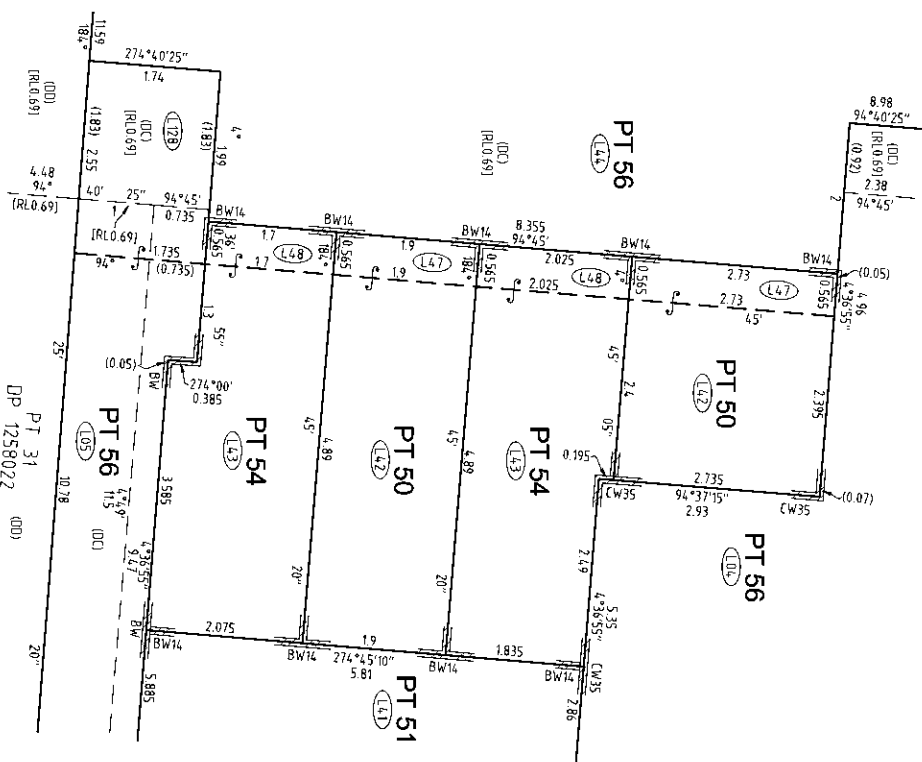
PT 31  
DP 1258022

DIAG. BZ-6



## NOTES:

- CC ~ DENOTES CONCRETE COLUMN  
 BW ~ DENOTES BLOCK WALL  
 BW14 ~ DENOTES BLOCK WALL  
 CW ~ DENOTES CONCRETE WALL  
 CW35 ~ DENOTES CONCRETE WALL  
 J81 ~ DENOTES JOINTS BASEMENT 1 - SHEET 14  
 J83 ~ DENOTES JOINTS BASEMENT 3 - SHEET 7

PT 31  
DP 1258022

DIAG. BZ-7

SEE SHEETS 24-27 FOR SECTIONS  
 SEE SHEET 28 FOR STRATUM STATEMENTS,  
 EASEMENT DESCRIPTIONS AND  
 SCHEDULE OF TOTAL AREAS

SURVEYOR  
 Name: MARQUES DANIEL VICENTE  
 Date of Survey: 12-11-2020  
 Surveyor's Reference: 41895 0270P

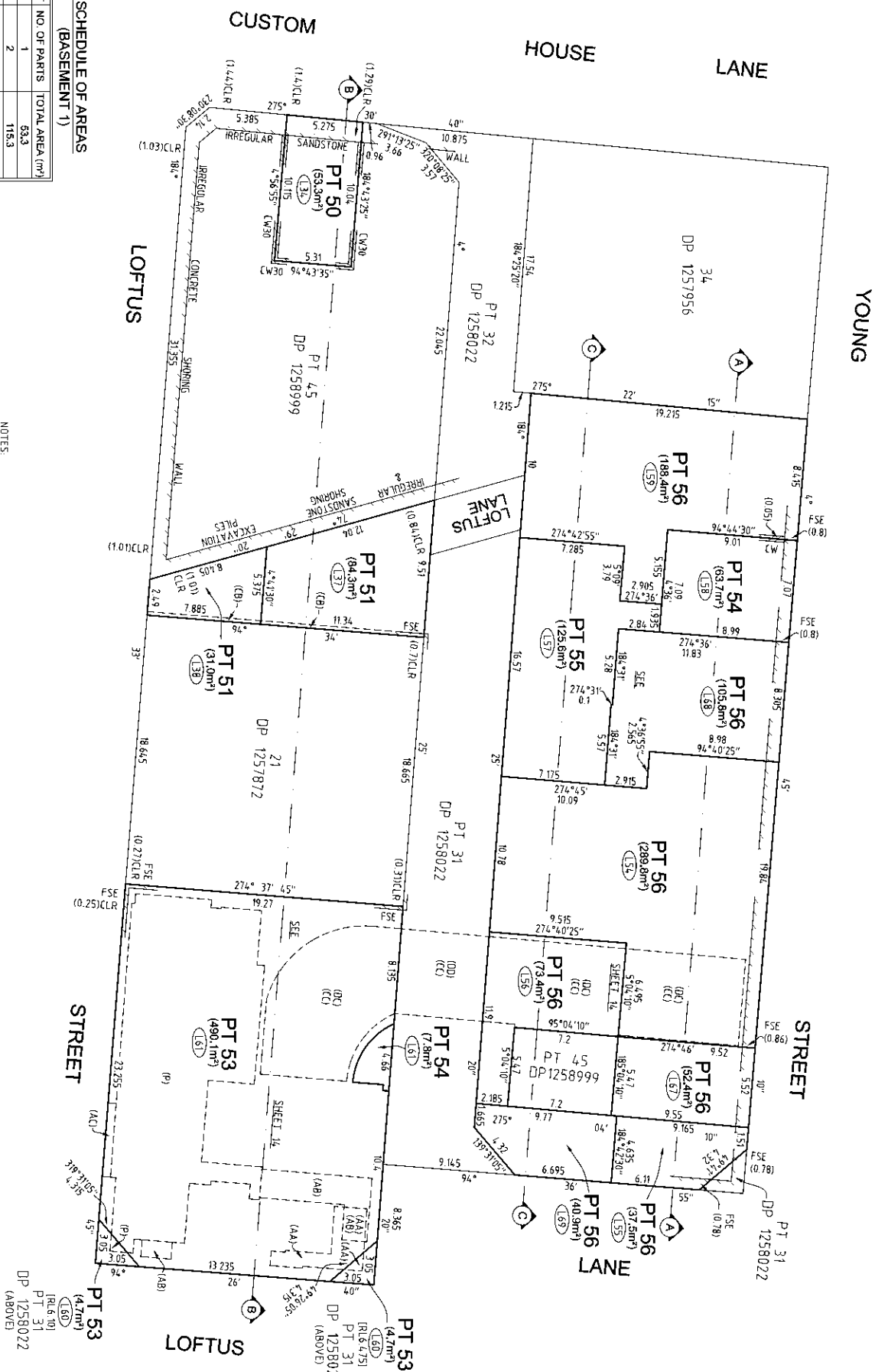
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
 EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1: 50  
 Lengths are in metres

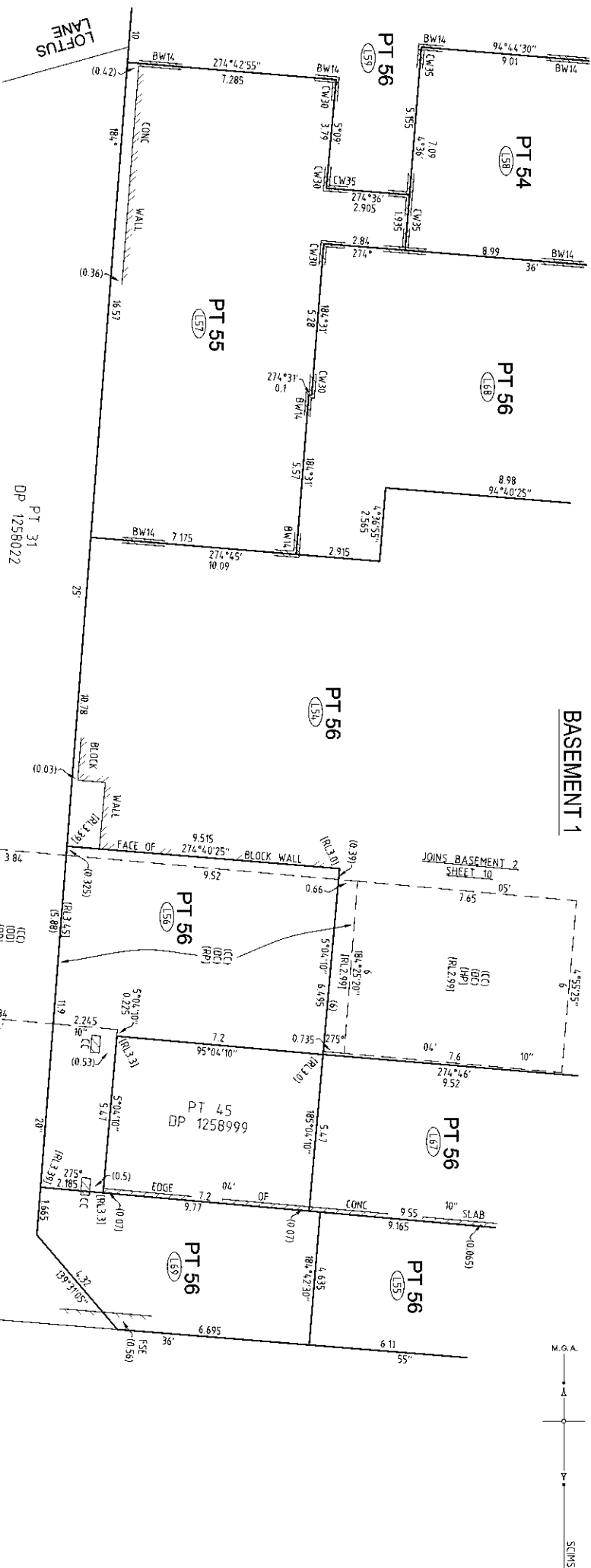
Registered  
 29/03/2021

DP1259000

## BASEMENT 1



**BASEMENT 1**



**SCHEDULE OF CURVED LINES**

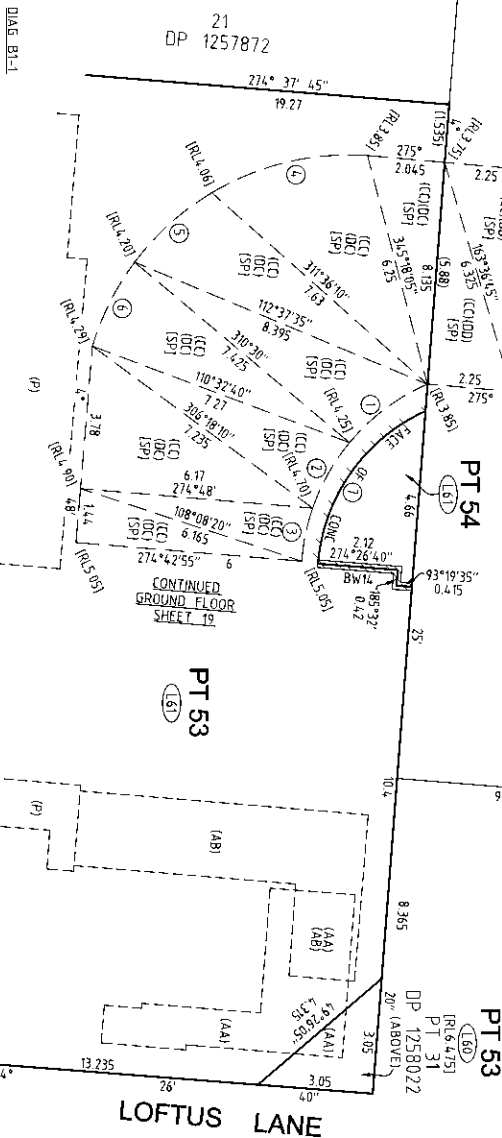
No.	BEARING	DISTANCE	ARC	RADIUS
1	233°11'25"	2.575	2.6	5.545
2	209°25'55"	1.99	2	5.545
3	191°38'40"	1.44	1.445	5.545
4	76°38'15"	4.235	4.3	7.09
5	228°05'15"	2.75	2.765	7.09
6	206°48'10"	2.49	2.5	7.09
7	35°11'30"	4.945	5.185	4.855

**NOTES:**

CC ~ DENOTES CONCRETE COLUMN  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION  
BW14 ~ DENOTES BODY IS CENTRE OF 0.14 WIDE BLOCK WALL  
CW30 ~ DENOTES BODY IS CENTRE OF 0.3 WIDE CONCRETE WALL  
CW35 ~ DENOTES BODY IS CENTRE OF 0.35 WIDE CONCRETE WALL

[HP] ~ DENOTES HORIZONTAL PLANE  
[RP] ~ DENOTES REGULAR SLOPING PLANE  
[SP] ~ DENOTES IRREGULAR SLOPING PLANE

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS



**SURVEYOR**  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41865 0270P

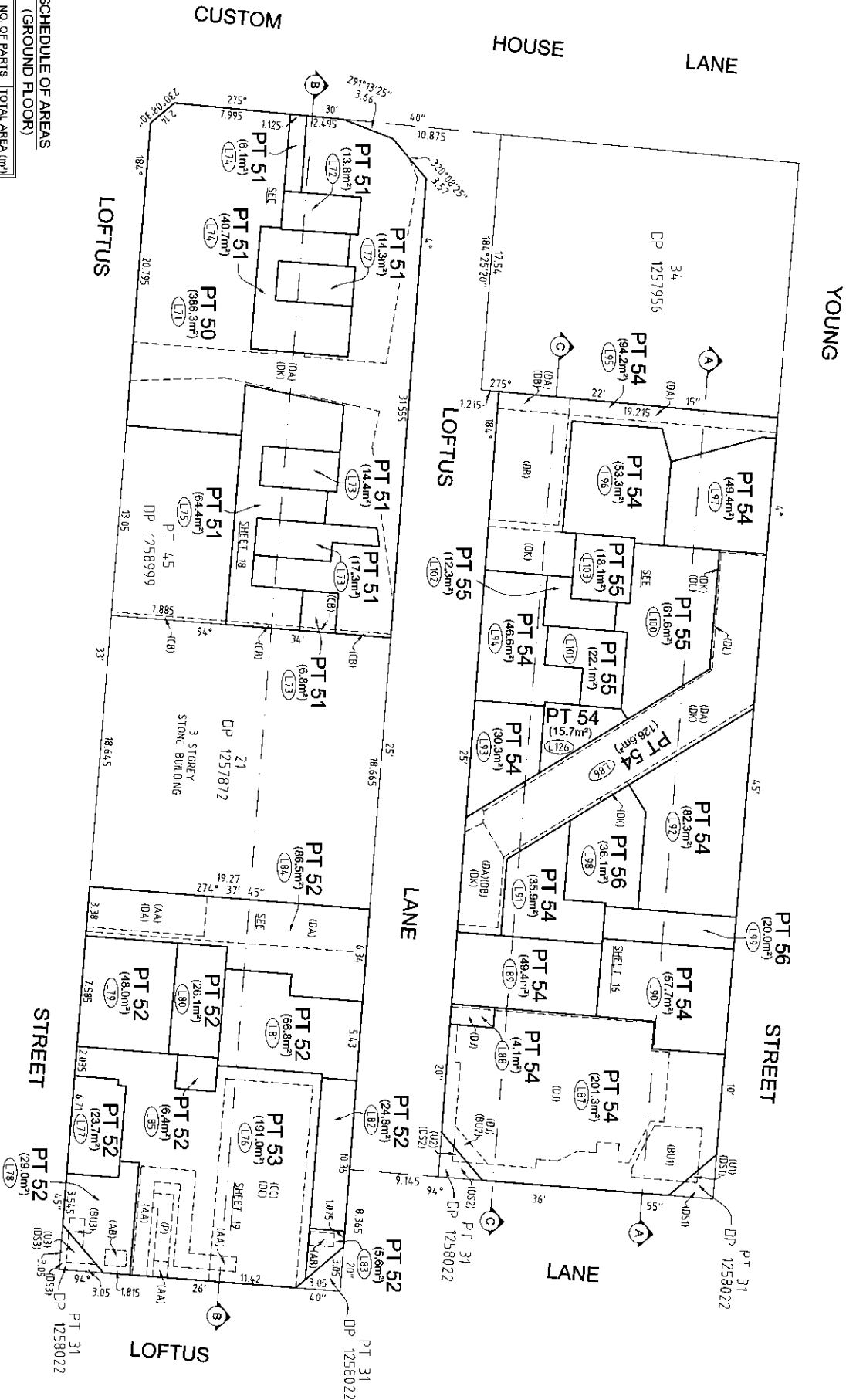
**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022**

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres



Registered  
29/03/2021  
DP1259000

GROUND FLOOR



SCHEDULE OF AREAS  
(GROUND FLOOR)

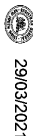
LOT	NO. OF PARTS	TOTAL AREA (m <sup>2</sup> )
50	1	386.3
51	8	177.8
52	9	306.9
53	1	191.0
54	13	846.8
55	4	114.1
56	2	56.1

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

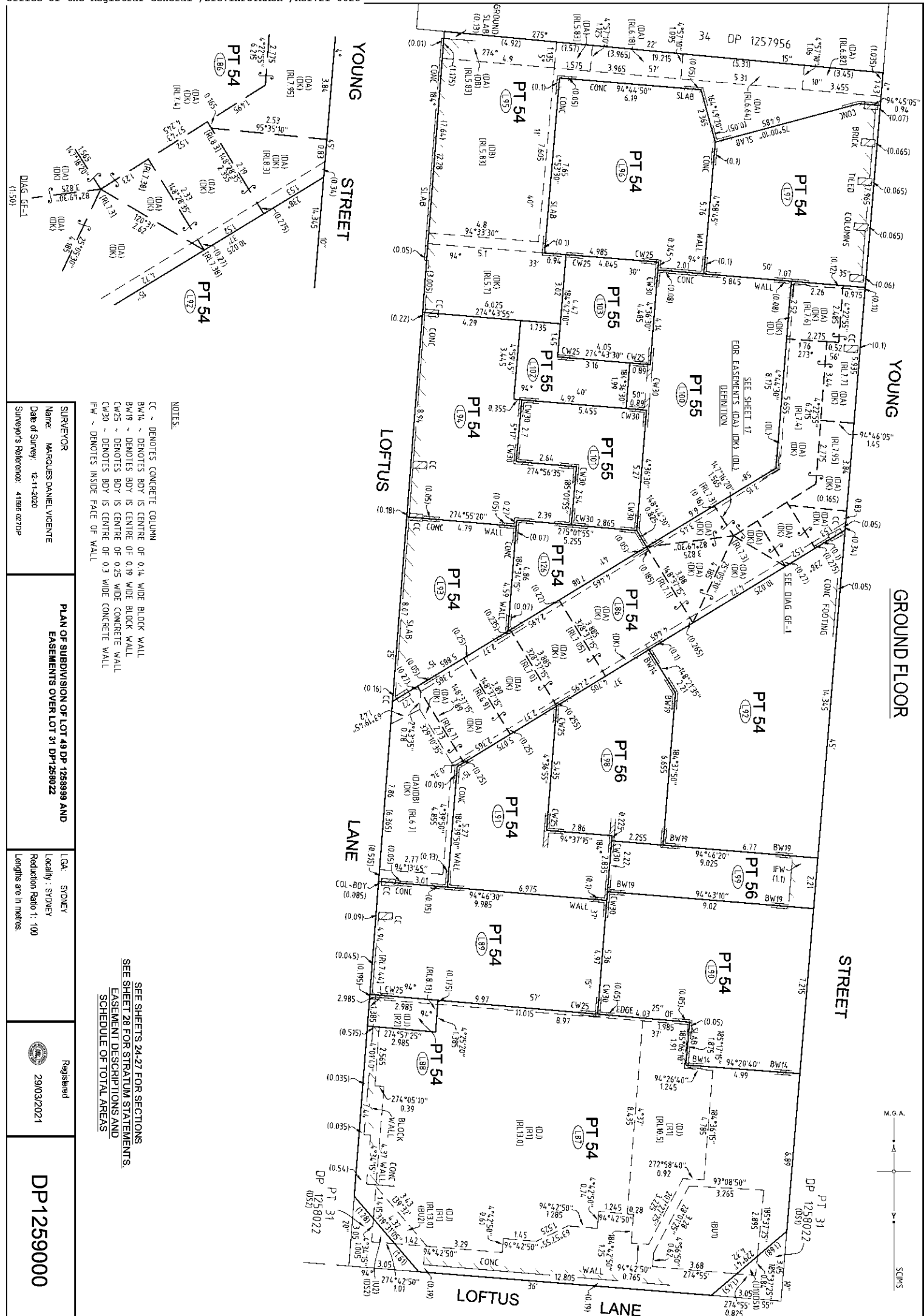
SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 0270P

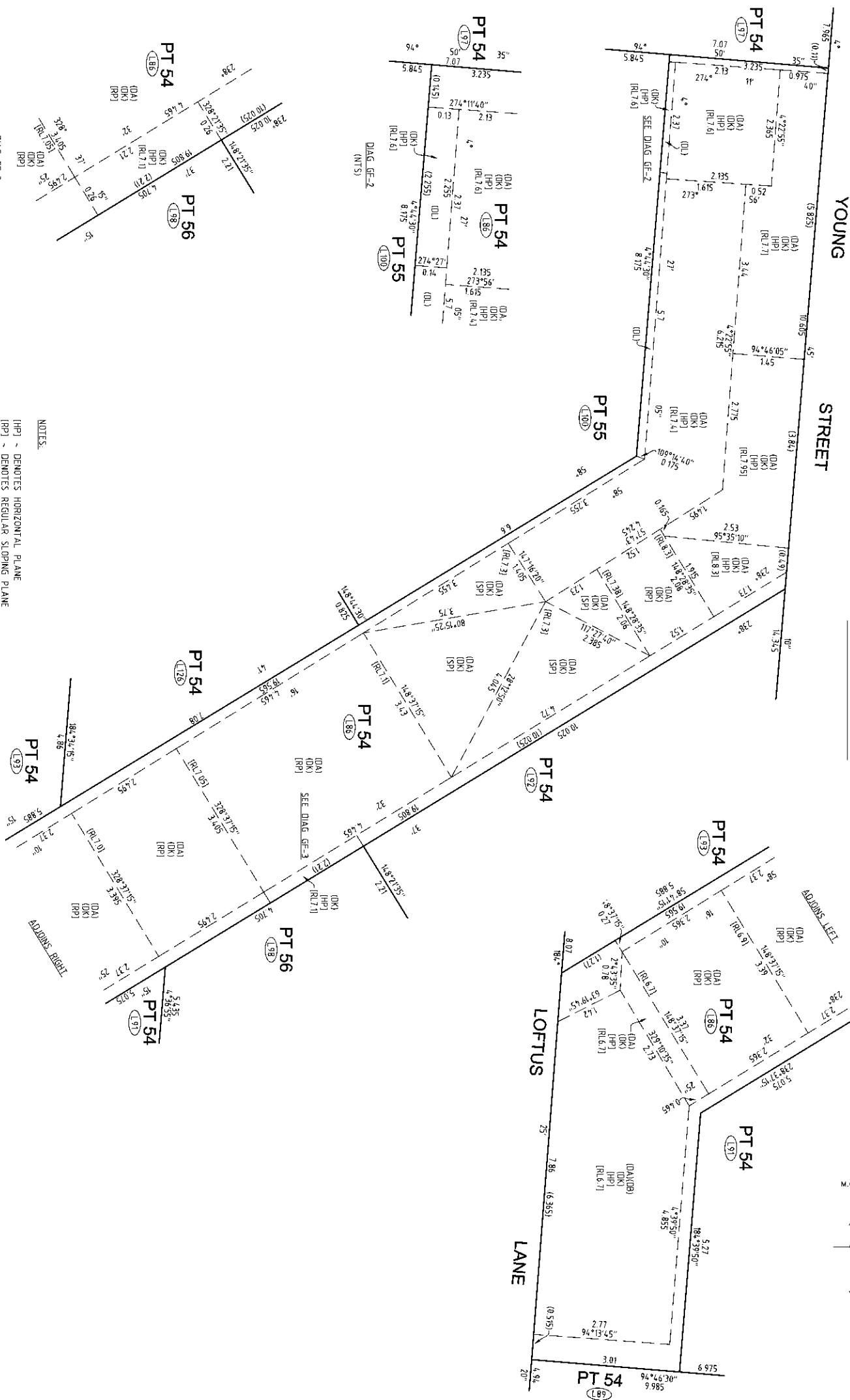
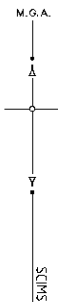
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres



DP1259000





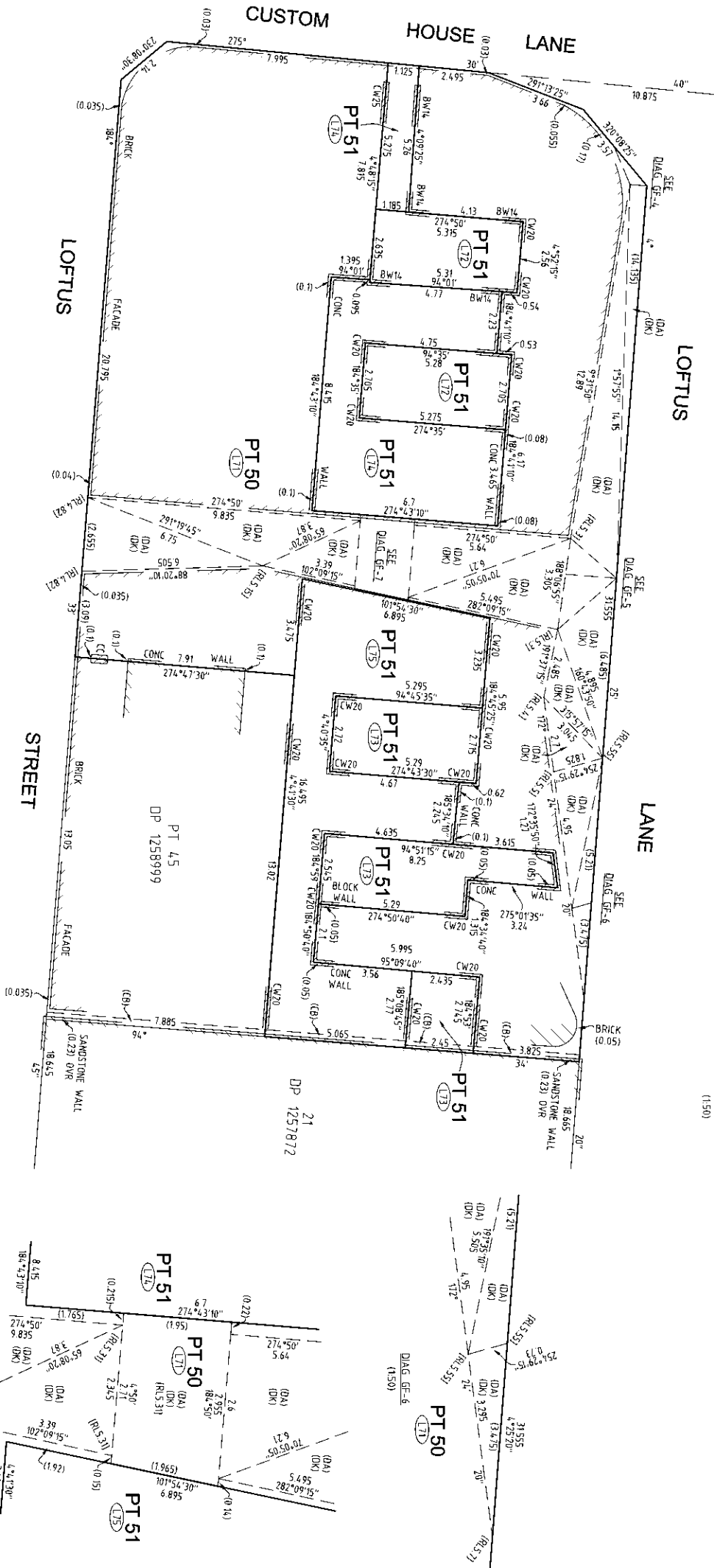
DP1259000



NOTES:

CC ~ DENOTES CONCRETE COLUMN  
BW1L ~ DENOTES BOY IS CENTRE OF 0.1L WIDE BLOCK WALL  
CW20 ~ DENOTES BOY IS CENTRE OF 0.2 WIDE CONCRETE WALL  
CW25 ~ DENOTES BOY IS CENTRE OF 0.25 WIDE CONCRETE WALL

GROUND FLOOR



SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRUTUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name MARQUES DANIEL VICENTE  
Date of Survey 12-11-2020  
Surveyor's Reference 41865 0270P

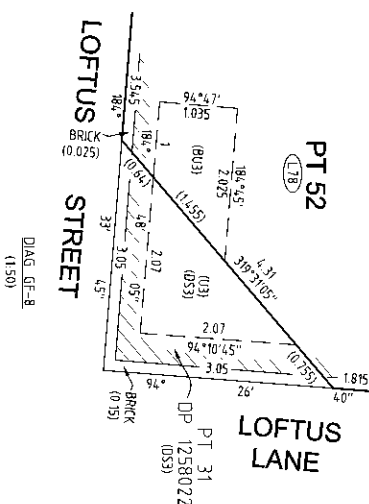
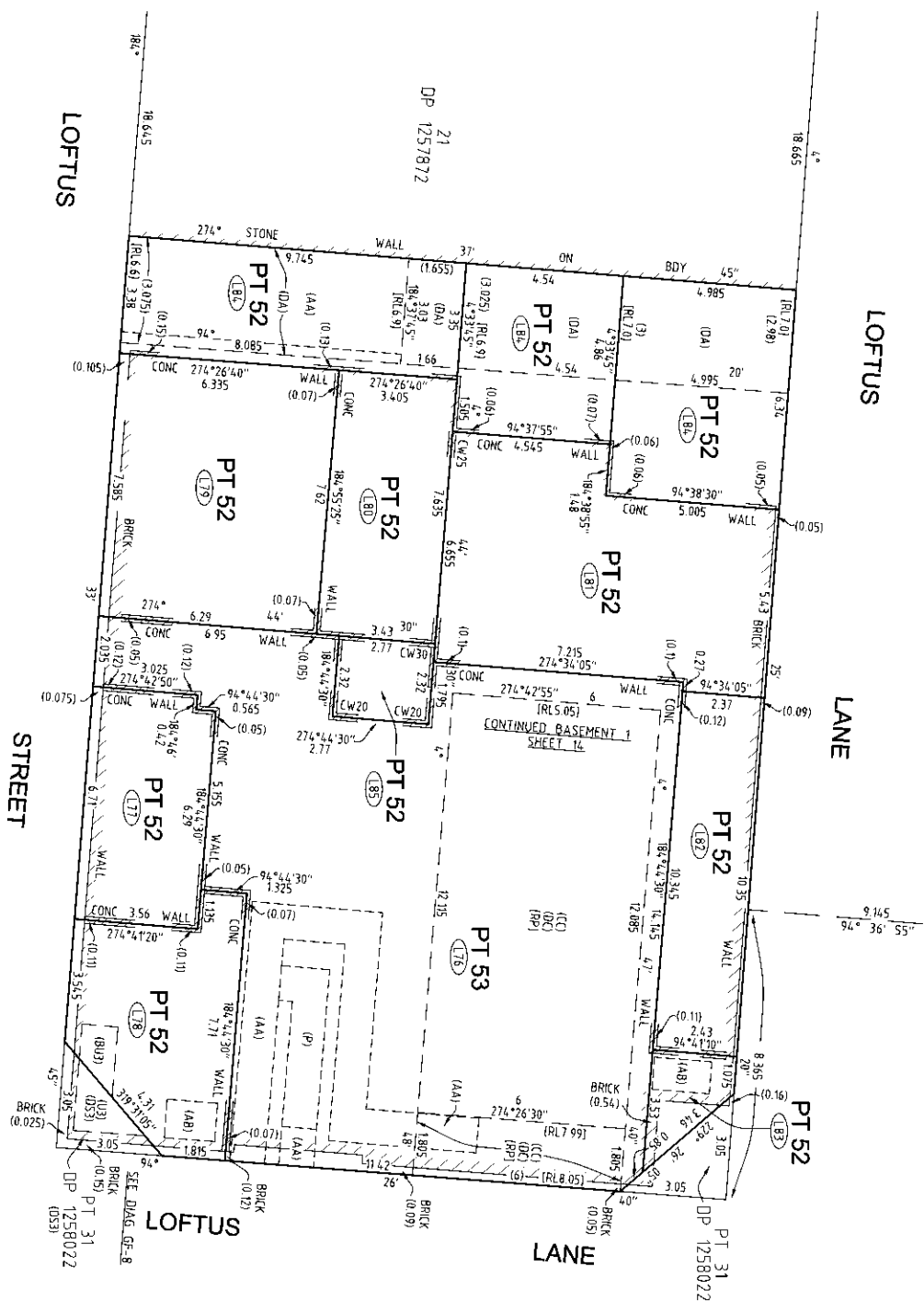
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres



Registered  
29/03/2021  
DP1259000

## GROUND FLOOR



## NOTES.

CW20 ~ DENOTES BODY IS CENTRE OF 0.2 WIDE CONCRETE WALL  
 CW25 ~ DENOTES BODY IS CENTRE OF 0.25 WIDE CONCRETE WALL  
 CW30 ~ DENOTES BODY IS CENTRE OF 0.3 WIDE CONCRETE WALL

SEE SHEETS 24-27 FOR SECTIONS  
 SEE SHEET 28 FOR STRATUM STATEMENTS,  
 EASEMENT DESCRIPTIONS AND  
 SCHEDULE OF TOTAL AREAS

**SURVEYOR**  
 Name: MARQUES DANIEL VICENTE  
 Date of Survey: 12-11-2020  
 Surveyor's Reference: 41865 0270P

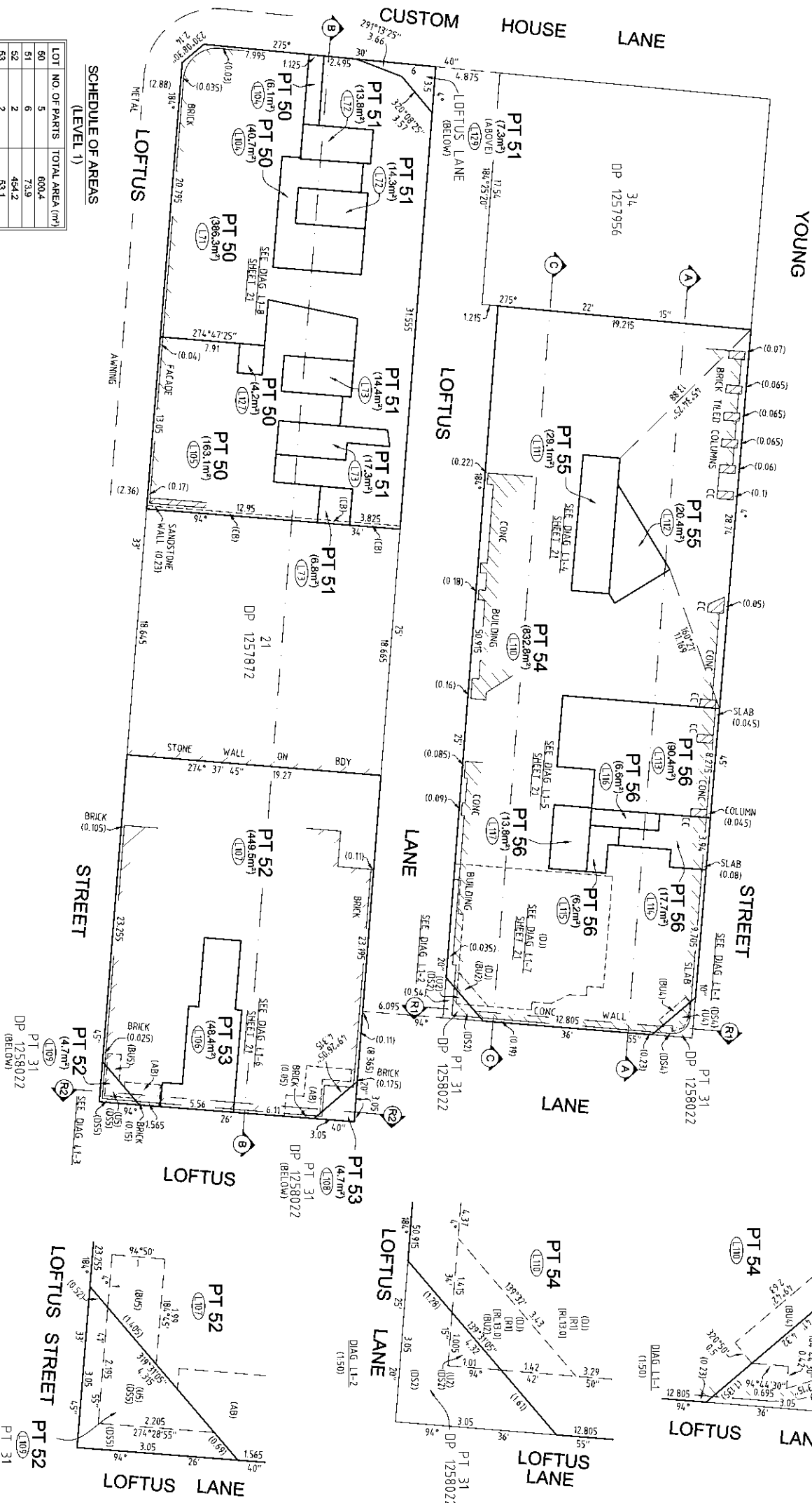
**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
 EASEMENTS OVER LOT 31 DP1258022**

**LGA: SYDNEY**  
 Locality: SYDNEY  
 Reduction Ratio 1:100  
 Lengths are in metres

Registered  
29/03/2021

DP1259000

LEVEL 1



SCHEDULE OF AREAS  
(LEVEL 1)

LOT	NO. OF PARTS	TOTAL AREA (m²)
50	5	600.4
51	6	73.9
52	2	464.2
53	2	63.1
54	1	832.8
55	2	49.5
56	5	134.7

NOTES.

CC ~ DENOTES CONCRETE COLUMN

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41865 0270P

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022

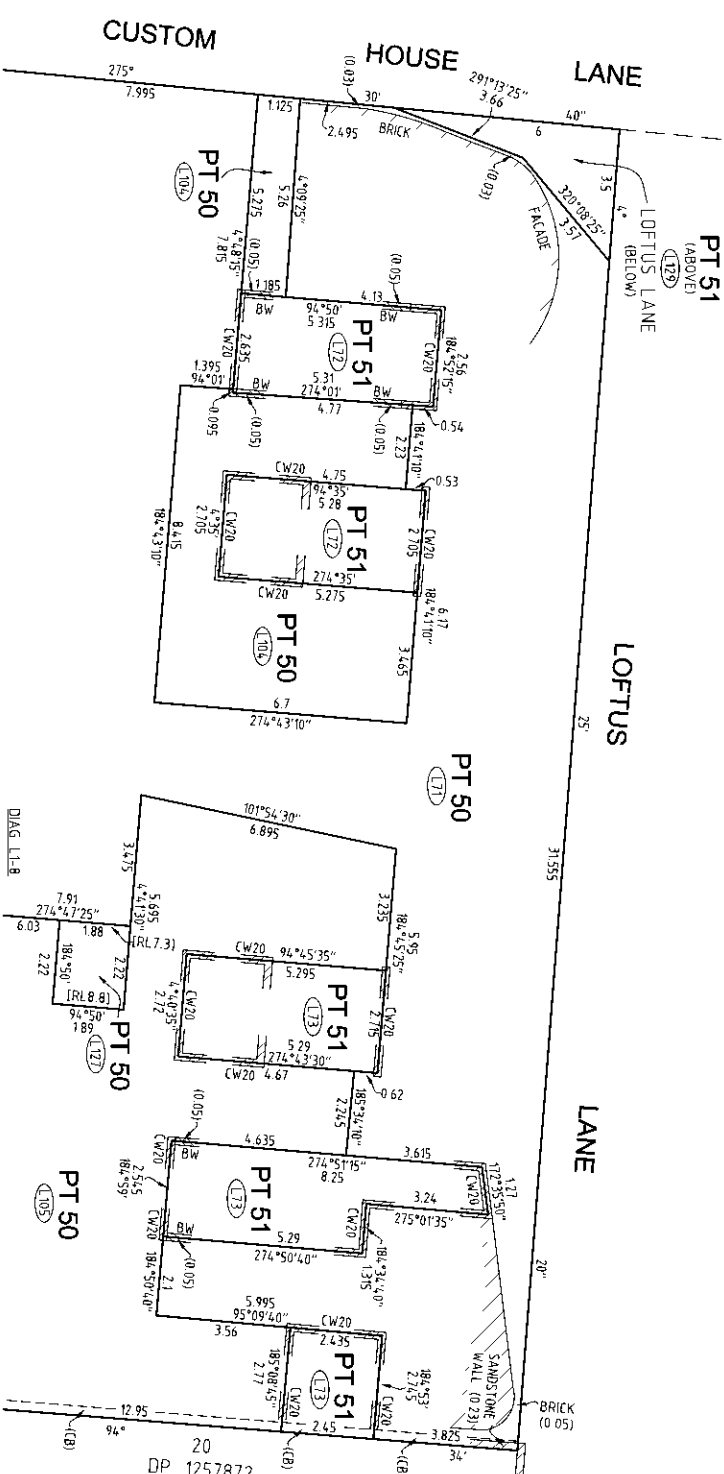
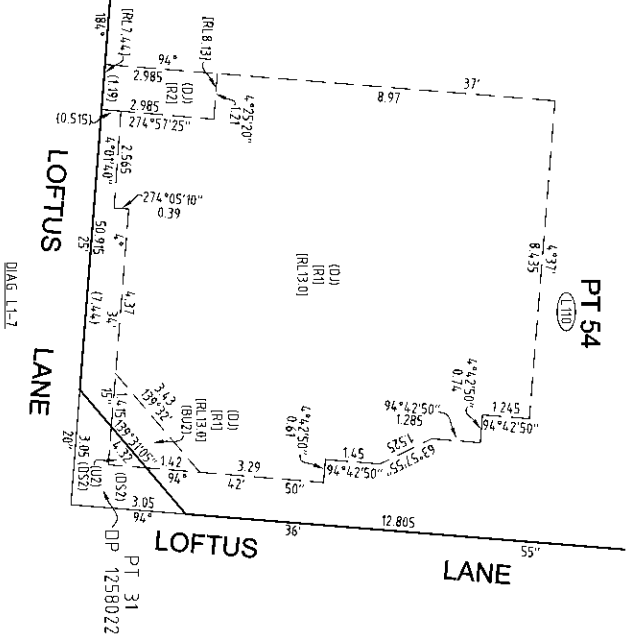
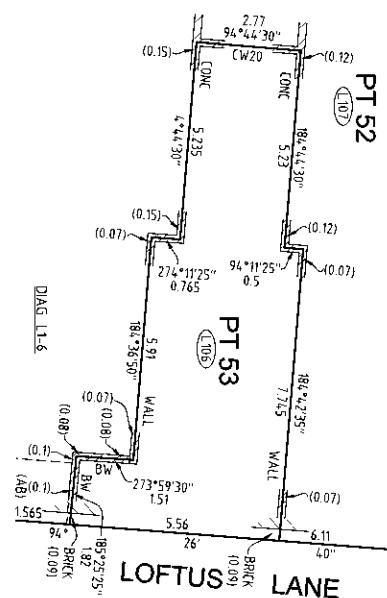
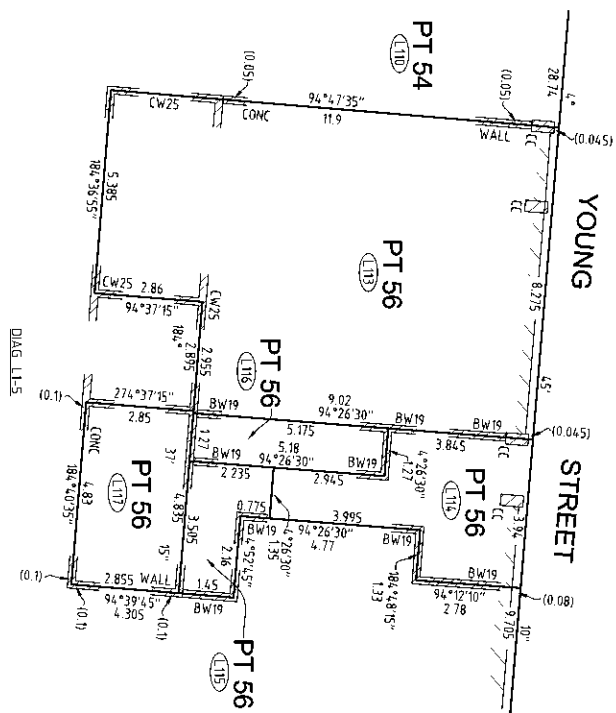
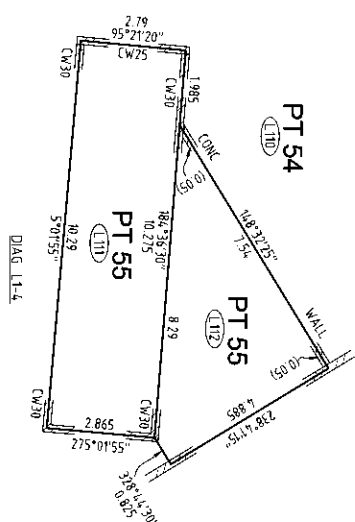
LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio: 1: 200  
Lengths are in metres

Registered  
29/03/2021

DP1259000

NOTES:

- BW ~ DENOTES BLOCK WALL
- CC ~ DENOTES CONCRETE COLUMN
- BW19 ~ DENOTES BDY IS CENTRE OF 0.19 WIDE BLOCK WALL
- CW20 ~ DENOTES BDY IS CENTRE OF 0.2 WIDE CONCRETE WALL
- CW25 ~ DENOTES BDY IS CENTRE OF 0.25 WIDE CONCRETE WALL
- CW30 ~ DENOTES BDY IS CENTRE OF 0.3 WIDE CONCRETE WALL



SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41865 0270P

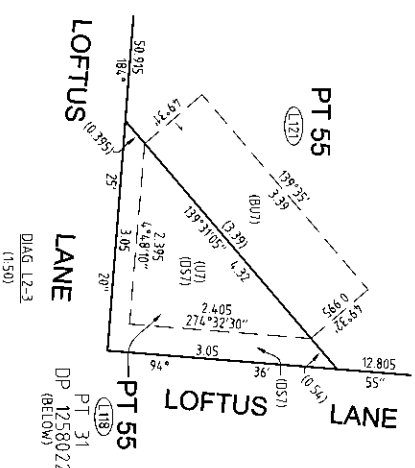
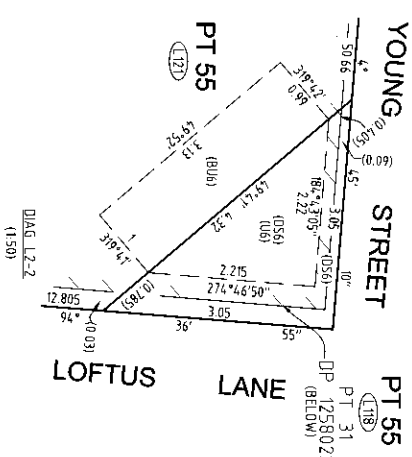
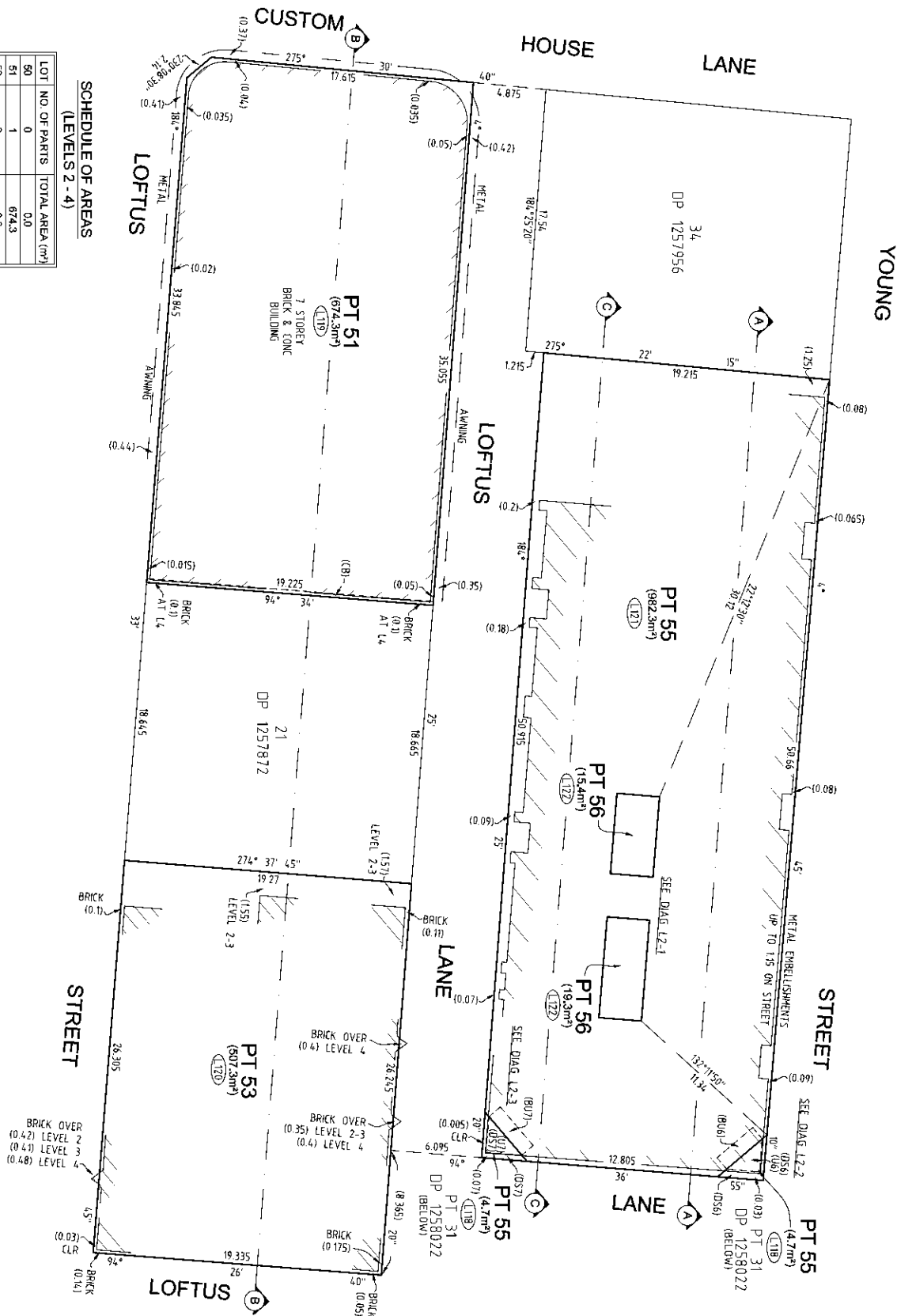
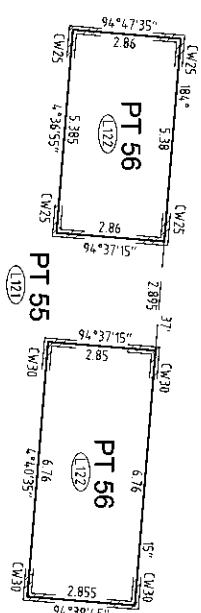
PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP 1258022

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres

Registered  
29/03/2021

DP1259000

## LEVELS 2-4



LOT	NO. OF PARTS	TOTAL AREA (m <sup>2</sup> )
50	0	0.0
51	1	674.3
52	0	0.0
53	1	507.3
54	0	0.0
55	3	991.7
56	2	34.7

**SCHEDULE OF AREAS**  
**(LEVELS 2 - 4)**

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRUTUM STATEMENTS  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

NOTES:

CW25 ~ DENOTES BDY IS CENTRE OF 0.25 WIDE CONCRETE WALL  
CW30 ~ DENOTES BDY IS CENTRE OF 0.3 WIDE CONCRETE WALL

**SURVEYOR**  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41595 027DP

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022

LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1: 200  
 Lengths are in metres.

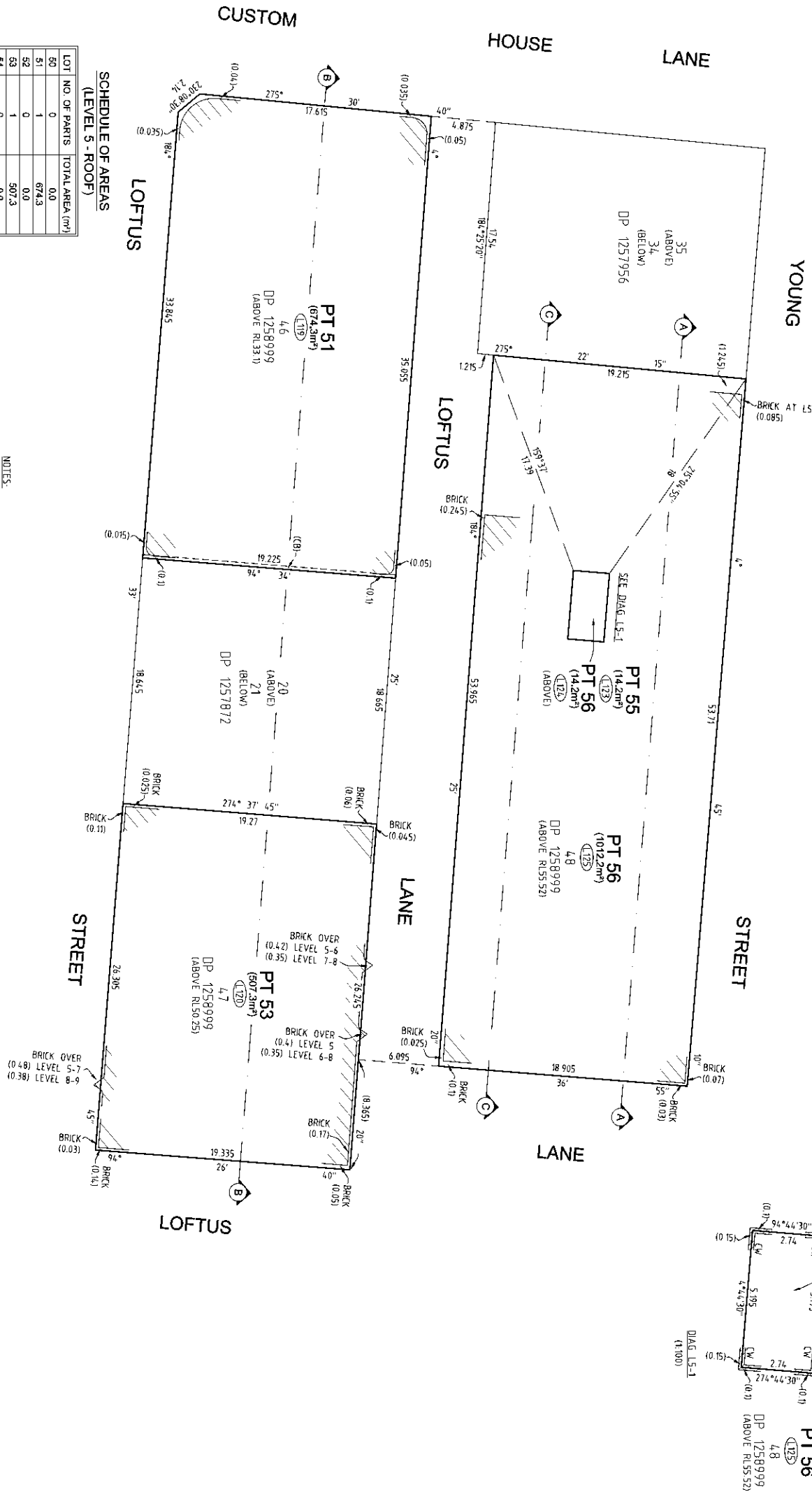
Registered  
29/03/2021

DP1259000

DP1259000



## LEVEL 5 - ROOF



### SCHEDULE OF AREAS (LEVEL 5 - ROOF)

LOT	NO. OF PARTS	TOTAL AREA (m²)
50	0	0.0
51	1	674.3
52	0	0.0
53	1	507.3
54	0	0.0
55	1	14.2
56	2	1026.4

### NOTES:

CW ~ DENOTES CONCRETE WALL

SEE SHEETS 24-27 FOR SECTIONS  
SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

**SURVEYOR**  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41895 027DP

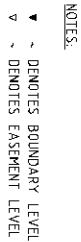
**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022**

**LGA: SYDNEY**  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

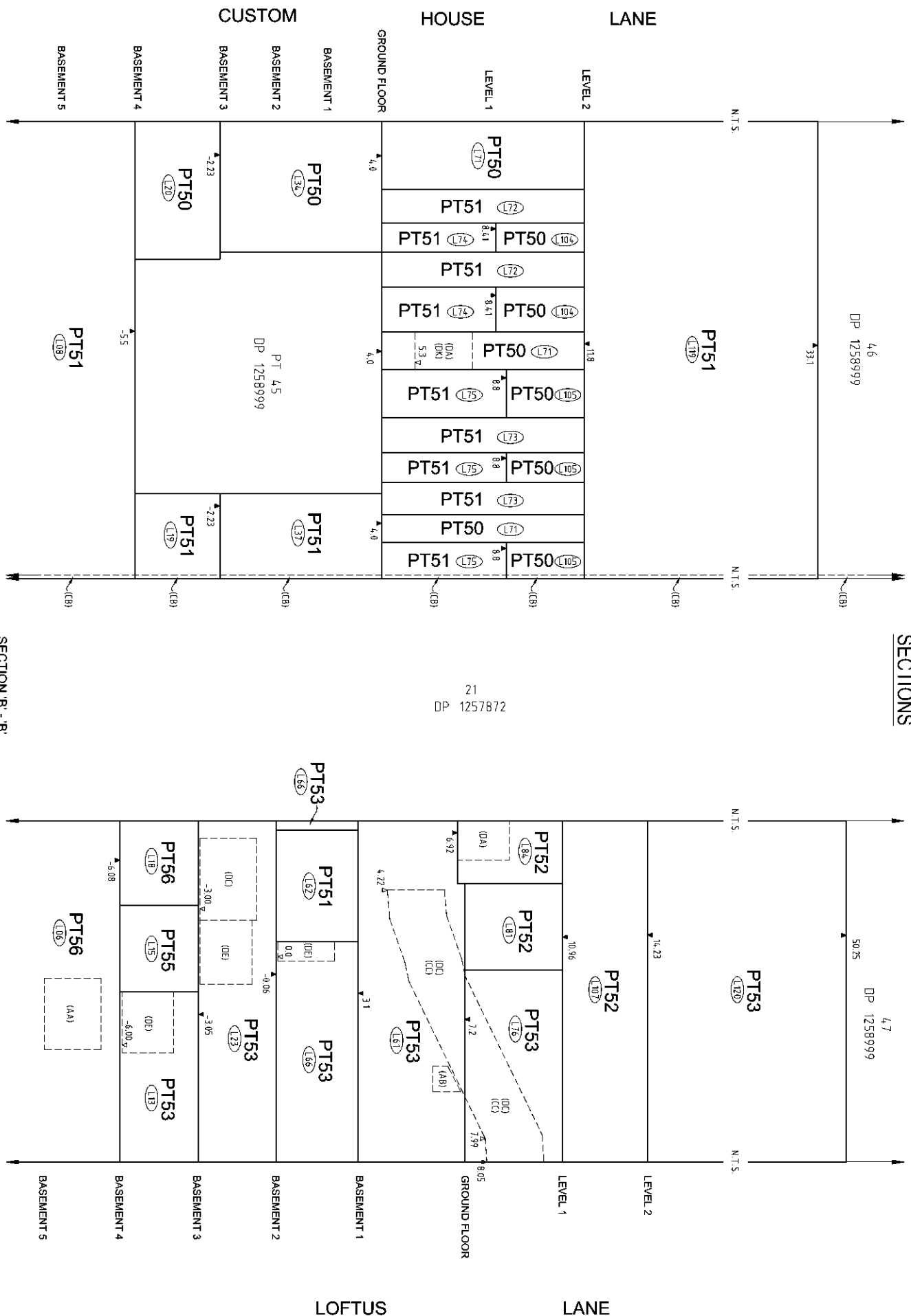
**Registered**  
29/03/2021

**DP1259000**

DP 1258999 48



DP1259000



NOTES:

SEE SHEET 28 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS AND SCHEDULE OF TOTAL AREAS

SURVEYOR

Name: MARQUES DANIEL VICENTE

Date of Survey: 12-11-2020

Surveyor's Reference: 41895 0270P

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND EASEMENTS OVER LOT 31 DP 1258022

LG: SYDNEY

Locality: SYDNEY

Reduction Ratio: 1:200

Lengths are in metres

Registered

29/03/2021

DP1259000



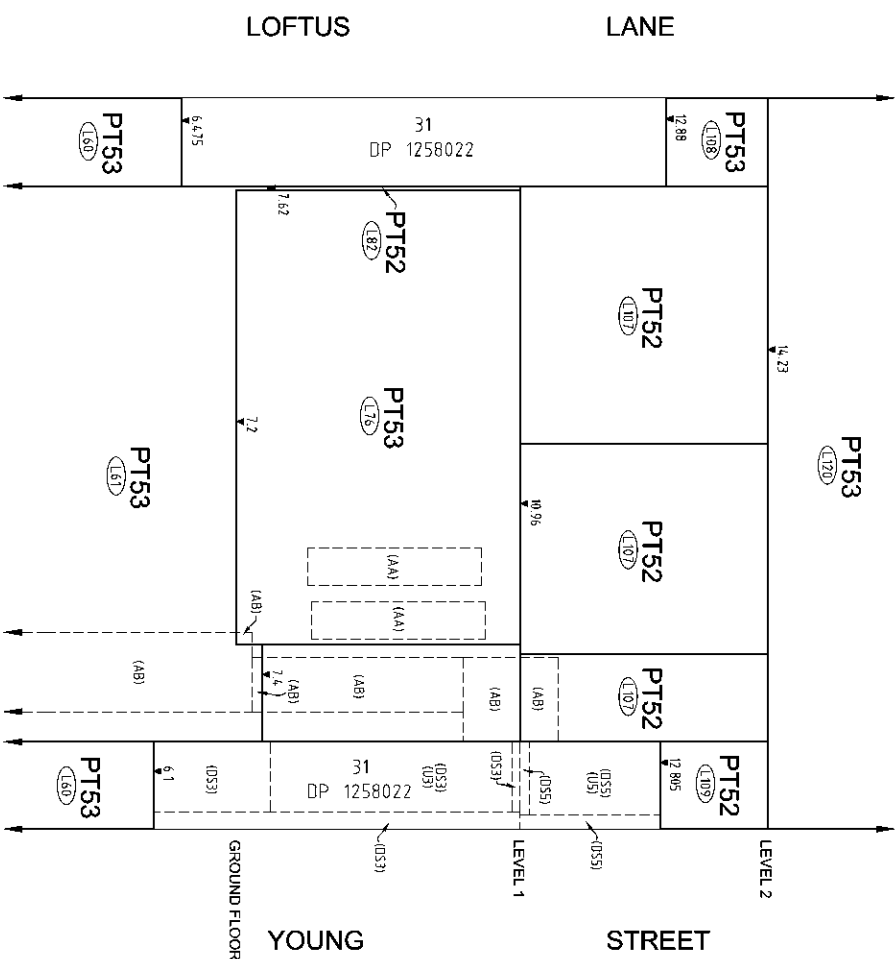
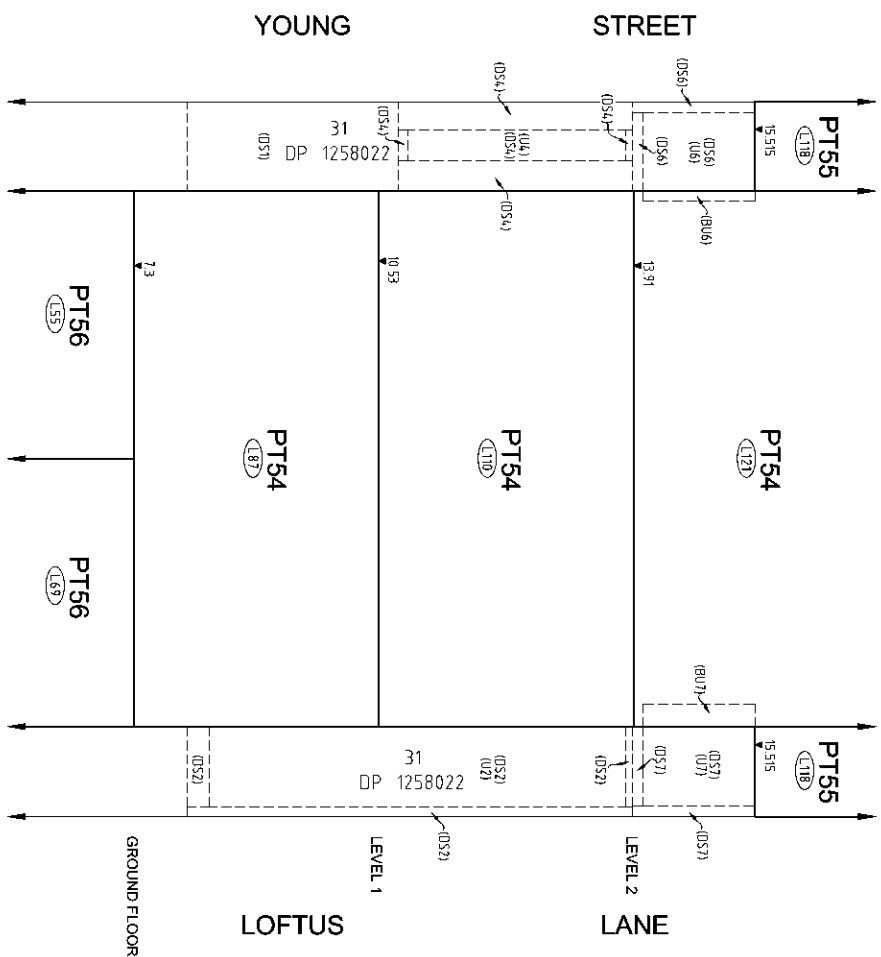
## 48

48



DP1259000

## SECTIONS



NOTES:  
▼ DENOTES BOUNDARY LEVEL

SEE SHEET 28 FOR STRATUM STATEMENTS,  
EASEMENT DESCRIPTIONS AND  
SCHEDULE OF TOTAL AREAS

**SECTION 'R1' - 'R1'**  
(HORIZ. - 1:100)  
(VERT. - 1:50)

SECTION 'R2' - 'R2  
(HORIZ - 1:100)  
(VERT. - 1:50)

**SURVEYOR**  
**Name:** MARQUES DANIEL VICENTE  
**Date of Survey:** 12-11-2020  
**Surveyor's Reference:** 41595 027DP

**PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND  
EASEMENTS OVER LOT 31 DP1258022**

LGA: SYDNEY  
 Locality: SYDNEY  
 Reduction Ratio 1: 100  
 Lengths are in metres.

Registered  
29/03/2021

DP1259000

DP125900

STRATUM STATEMENTS, EASEMENT DESCRIPTIONS AND SCHEDULE OF TOTAL AREAS

SCHEDULE OF STRATUM STATEMENTS

STRATUM NO.	LIMITED IN DEPTH	LIMITED IN HEIGHT	STRATUM NO.	LIMITED IN DEPTH	LIMITED IN HEIGHT	STRATUM NO.	LIMITED IN DEPTH	LIMITED IN HEIGHT
L01	UNLIMITED	3.4	L44	0.64	3.4	L87	7.3	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L02	UNLIMITED	-5.37	L45	0.64	3.4	L88	7.34	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L03	UNLIMITED	-6.08	L46	1.09	3.4	L89	7.05	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L04	UNLIMITED	3.2	L47	0.64	3.4	L90	6.92	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L05	UNLIMITED	3.2	L48	0.64	3.4	L91	6.9	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L06	UNLIMITED	-6.08	L49	-0.06	R.L.S SHOWN	L92	7.21	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L07	UNLIMITED	-6.08	L50	-0.06	3.29	L93	6.96	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L08	UNLIMITED	-5.5	L51	-0.06	3.29	L94	6.34	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L09	-5.37	-2.36	L52	-0.06	3.1	L95	5.45	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L10	-5.37	-2.36	L53	-0.06	3.1	L96	6.08	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L11	-6.08	-3.05	L54	3.2	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L97	7.5	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L12	-6.08	-3.05	L55	3.1	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L98	7.17	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L13	-6.08	-3.05	L56	R.L.S SHOWN	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L99	6.92	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L14	-6.08	-2.55	L57	3.4	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L100	7.72	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L15	-6.08	-3.05	L58	3.4	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L101	6	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L16	-6.08	-2.55	L59	3.4	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L102	6.14	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L17	-6.08	-2.55	L60	3.1	R.L.S SHOWN	L103	6.14	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)
L18	-6.08	-2.23	L61	3.1	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L104	8.41	11.8
L19	-5.5	-2.23	L62	-0.06	3.1	L105	8.8	11.8
L20	-5.5	-2.23	L63	-2.55	1.57	L106	10.96	14.23
L21	-2.36	0.64	L64	-0.06	1.57	L108	10.96	14.23
L22	-3.05	-0.06	L65	1.57	3.1	L107	12.88	14.23
L23	-3.05	-0.06	L66	-0.06	3.1	L109	12.805	14.23
L24	-2.55	1.57	L67	2.94	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L110	10.53	13.91
L25	-2.55	1.57	L68	3.4	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L111	10.53	13.91
L26	-3.05	-0.06	L69	3.29	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L112	10.53	13.91
L27	-3.05	-0.06	L70	1.57	3.1	L113	10.15	13.91
L28	-3.05	-0.06	L71	4	11.8	L114	10.1	13.91
L29	-3.05	-0.06	L72	4	11.8	L115	11.65	13.91
L30	-2.36	0.64	L73	4	11.8	L116	10.2	13.91
L31	-2.36	0.64	L74	4	8.41	L117	10.2	13.91
L32	-2.36	0.64	L75	4	8.8	L118	15.515	24.85
L33	-2.36	1.09	L76	7.2	10.96	L119	33.1	50.25
L34	-2.23	LOWER LIMIT OF STRATUM ABOVE (GROUND)	L77	7.45	10.96	L120	14.23	24.85
L35	-2.36	3.4	L78	7.54	10.96	L121	13.91	24.85
L36	-3.05	-0.06	L79	6.94	10.96	L122	13.91	24.85
L37	-2.23	4	L80	7	10.96	L123	24.85	27.96
L38	-2.23	5	L81	7.2	10.96	L124	27.96	55.52
L39	-0.06	R.L.S SHOWN	L82	7.62	10.96	L125	24.85	55.52
L40	-0.06	2.94	L83	7	10.96	L126	7.14	11.8
L41	-0.06	3.2	L84	R.L.S SHOWN	10.96	L127	R.L.S SHOWN	3.4
L42	0.64	3.2	L85	6.29	10.96	L128	3.2	11.8
L43	0.64	3.2	L86	R.L.S SHOWN	LOWER LIMIT OF STRATUM ABOVE (LEVEL 1)	L129	9.51	11.8

NEW EASEMENTS:

- (U1) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.8.3 AND LIMITED IN HEIGHT TO RL.10.7 (NO.22)
- (U2) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.8.3 AND LIMITED IN HEIGHT TO RL.10.7 (NO.24)
- (U3) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.7.65 AND LIMITED IN HEIGHT TO RL.10.85 (NO.26)
- (U4) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.10.92 AND LIMITED IN HEIGHT TO RL.13.8 (NO.28)
- (U5) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.11.08 AND LIMITED IN HEIGHT TO RL.12.805 (NO.30)
- (U6) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.14.03 AND LIMITED IN HEIGHT TO RL.15.515 (NO.32)
- (U7) RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.14.03 AND LIMITED IN HEIGHT TO RL.15.515 (NO.34)
- (BU1) LAND BENEFITED BY EASEMENT (U1) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.8.3 AND LIMITED IN HEIGHT TO RL.10.7
- (BU2) LAND BENEFITED BY EASEMENT (U2) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.8.3 AND LIMITED IN HEIGHT TO RL.13.8
- (BU3) LAND BENEFITED BY EASEMENT (U3) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.7.65 AND LIMITED IN HEIGHT TO RL.10.85
- (BU4) LAND BENEFITED BY EASEMENT (U4) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.10.92 AND LIMITED IN HEIGHT TO RL.13.8
- (BU5) LAND BENEFITED BY EASEMENT (U5) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.11.08 AND LIMITED IN HEIGHT TO RL.12.805
- (BU6) LAND BENEFITED BY EASEMENT (U6) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.14.03 AND LIMITED IN HEIGHT TO RL.15.515
- (BU7) LAND BENEFITED BY EASEMENT (U7) VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.14.03 AND LIMITED IN HEIGHT TO RL.15.515
- (OS1) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.8.0 AND LIMITED IN HEIGHT TO RL.10.8 (NO.23)
- (OS2) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.8.0 AND LIMITED IN HEIGHT TO RL.13.9 (NO.25)
- (OS3) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.6.1 AND LIMITED IN HEIGHT TO RL.10.95 (NO.27)
- (OS4) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.10.8 AND LIMITED IN HEIGHT TO RL.13.9 (NO.29)
- (OS5) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.10.85 AND LIMITED IN HEIGHT TO RL.12.805 (NO.31)
- (OS6) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.13.9 AND LIMITED IN HEIGHT TO RL.15.515 (NO.33)
- (OS7) EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM LIMITED IN DEPTH TO RL.13.9 AND LIMITED IN HEIGHT TO RL.15.515 (NO.35)

SCHEDULE OF EASEMENT STRATUM LEVELS

LIMIT CODE	LIMITED IN DEPTH	LIMITED IN HEIGHT
IR1	8.13	R.L.S SHOWN
IR2	R.L.S SHOWN	13.0

SCHEDULE OF TOTAL AREAS

LOT NO. OF PARTS	TOTAL AREA (m <sup>2</sup> )
50	1457.4
51	3177.3
52	825.4
53	3480.8
54	1820.6
55	1419.6
56	5864.4
47	

EXISTING EASEMENTS:

- (E1) EASEMENT FOR USE OF FIRE STAIRS AND EGRESS (WHOLE OF LOTS) (DP 1258999)
- (E2) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS) (DP 1258999)
- (E3) EASEMENT FOR SERVICES (WHOLE OF LOTS) (DP 1258999)
- (E4) EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS) (DP 1258999)
- (E5) EASEMENT FOR SUPPORT 0.25 WIDE LIMITED IN STRATUM (DP 1258999)
- (E6) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1258999)
- (E7) RIGHT OF WAY 1.225 2.76 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (A0877467)
- (E8) EASEMENT FOR ELECTRICITY PURPOSES 2.1, 1.98 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (A0877467)
- (E9) EASEMENT FOR ELECTRICITY PURPOSES 2 AND 0.4 WIDE LIMITED IN STRATUM (A0877467)
- (E10) SUBSTATION PREMISES 5.79607 (A0877467)

PLAN OF SUBDIVISION OF LOT 49 DP 1258999 AND EASEMENTS OVER LOT 31 DP1258022

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 12-11-2020  
Surveyor's Reference: 41965 0270P

LGA: STONEY  
Locality: STONEY  
Reduction Ratio 1:  
Lengths are in metres

Registered  
29/03/2021


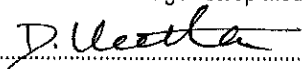

DP1259000

## PLAN FORM 6 (2020)


WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only		Office Use Only	
Registered:  29/03/2021		<b>DP1259000</b>	
Title System: TORRENS			
<b>PLAN OF SUBDIVISION OF LOT 49 DP1258999 AND EASEMENTS OVER LOT 31 DP1258022</b>		LGA: SYDNEY Locality: SYDNEY Parish: ST JAMES County: CUMBERLAND	
<b>Survey Certificate</b> I, MARQUES DANIEL VICENTE of LTS LOCKLEY Locked Bag 5 GORDON NSW 2072 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>12-11-2020</u> , or  *(b) The part of the land shown in the plan (*being/*excluding **) ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or  *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> .  Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.  Signature:  Dated: <u>21/2/21</u>  Surveyor Identification No: 9043 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<b>Crown Lands NSW/Western Lands Office Approval</b> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
		<b>Subdivision Certificate</b> I, <u>ANDREW REES</u> *Authorised Person/* <del>General Manager</del> /*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature:  Registration number: ..... Consent Authority: <u>CITY OF SYDNEY</u> Date of endorsement: <u>11 MARCH 2021</u> Subdivision Certificate number: <u>8/2021</u> File number: <u>S/2020/38</u>  *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1258999 DP1257872 DP1258022 DP709624 DP810463 DP583502 DP1196090 DP1257956		Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 41595 027DP <del>108397-21</del>		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>29/03/2021</p> </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>Registered:</b>  <b>PLAN OF SUBDIVISION OF LOT 49 DP1258999          AND EASEMENTS OVER LOT 31 DP1258022</b> </div> <div style="margin-top: 10px;"> <p>Subdivision Certificate number: <u>8/2021</u></p> <p>Date of Endorsement: <u>11/3/21</u></p> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">DP1259000</div> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS AND CONSTRUCTION (WHOLE OF LOTS)
2. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS)
3. EASEMENT FOR SERVICES (WHOLE OF LOTS)
4. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)
5. EASEMENT FOR USE OF FIRE STAIRS AND EGRESS (WHOLE OF LOTS)
6. RESTRICTION ON USE (PERMANENT RESIDENTIAL ACCOMMODATION)
7. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DA)
8. POSITIVE COVENANT (PUBLIC ACCESS)
9. EASEMENT FOR PUBLIC ACCESS TO CIVIC SPACE VARIABLE WIDTH LIMITED IN STRATUM (DB)
10. POSITIVE COVENANT ( PUBLIC CIVIC SPACE ACCESS)
11. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DC)
12. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DD)
13. POSITIVE COVENANT
14. EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (DJ)
15. RESTRICTION ON USE (NON-RESIDENTIAL FLOOR SPACE)
16. RESTRICTION ON USE (LANES DEVELOPMENT)
17. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DK)
18. EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (DL)
19. RESTRICTION ON USE (CAR SPACES AND STORAGE)
20. RESTRICTION ON USE (CAR SPACES AND STORAGE)
21. RESTRICTION ON USE (PERMITTED FLOOR SPACE)
22. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U1)
23. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS1)
24. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U2)
25. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS2)
26. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U3)
27. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS3)
28. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U4)
29. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS4)
30. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U5)
31. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS5)
32. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U6)
33. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS6)
34. RIGHT OF ACCESS AND USE FOR COMMERCIAL PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (U7)
35. EASEMENT FOR ENCROACHING STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM (DS7)
36. EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH LIMITED IN STRATUM (DE)
37. POSITIVE COVENANT
38. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41595 027DP ~~408397-21~~

PLAN FORM 6A (2019)

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 5 sheet(s)



Office Use Only

Office Use Only

**Registered:**

29/03/2021

**PLAN OF SUBDIVISION OF LOT 49 DP1258999  
AND EASEMENTS OVER LOT 31 DP1258022****DP1259000**Subdivision Certificate number: ..... **8/2021** .....Date of Endorsement: ..... **11/3/21** .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
50	2A	LOFTUS	STREET	SYDNEY
51	6	LOFTUS	STREET	SYDNEY
52	16B	LOFTUS	STREET	SYDNEY
53	18	LOFTUS	STREET	SYDNEY
54	9A	YOUNG	STREET	SYDNEY
55	11	YOUNG	STREET	SYDNEY
56	15	YOUNG	STREET	SYDNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41595 027DP ~~4108397-21~~

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)



Office Use Only

Office Use Only

Registered:

29/03/2021

PLAN OF SUBDIVISION OF LOT 49 DP1258999  
AND EASEMENTS OVER LOT 31 DP1258022

DP1259000

Subdivision Certificate number: 8/2021

Date of Endorsement: 11/3/21

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by  
KENT STREET PTY LIMITED  
ACN 006 794 654  
by its Attorney who certifies that he/she has  
not received notice of any revocation of the  
Power of Attorney dated 18<sup>th</sup> June 2018 with  
registered Book 4746 and No. 35 in the  
presence of:

John Dynon

Signature of witness

Signature of Attorney

JOSEPHINE WOLFF  
Name of witness (BLOCK LETTERS)


BYRON RICHARD TISCH  
Name of Attorney (BLOCK LETTERS)

33 Alfred St Sydney

2000  
Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41595 027DP ~~408397-21~~

<b>PLAN FORM 6A (2019)      DEPOSITED PLAN ADMINISTRATION SHEET      Sheet 5 of 5 sheet(s)</b>			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p><b>Registered:</b>  <b>PLAN OF SUBDIVISION OF LOT 49 DP1258999  AND EASEMENTS OVER LOT 31 AND LOT 32  DP1258022</b></p> </div> <div style="text-align: right;"> Office Use Only  29/03/2021 </div> </div> <div style="margin-top: 10px;"> Subdivision Certificate number: <u>8 / 2021</u>  Date of Endorsement: <u>11 / 3 / 21</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;"> DP1259000 </div> <div style="margin-top: 20px;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>EXECUTED by</b> )</p> <p><b>THE COUNCIL OF THE CITY OF SYDNEY</b> )</p> <p><b>ABN 22 635 550 790</b> by it authorised officer )</p> <p>in the presence of ; )</p>   <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><u>M Byrne</u></p> <p>Signature of Witness</p> </div> <div style="width: 45%;"> <p><u>Hannah Reid</u></p> <p>Signature of authorised officer</p> </div> </div>   <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><u>MELINDA BYRNE</u></p> <p>NAME of witness (block letters)</p>   <p><u>456 Kent Street, Sydney NSW 2000</u></p> <p>Address of witness</p> </div> <div style="width: 45%;"> <p><b>HANNAH FRANCES REID</b></p> <p>NAME of authorised officer (block letters)</p>   <p>Authority of authorised officer:</p> <p>Acting Director Legal &amp; Governance</p>   <p>Authorised delegate pursuant to s377 of the  Local Government Act 1993</p> </div> </div> </td> <td style="width: 50%;"></td> </tr> </table>		<p><b>EXECUTED by</b> )</p> <p><b>THE COUNCIL OF THE CITY OF SYDNEY</b> )</p> <p><b>ABN 22 635 550 790</b> by it authorised officer )</p> <p>in the presence of ; )</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><u>M Byrne</u></p> <p>Signature of Witness</p> </div> <div style="width: 45%;"> <p><u>Hannah Reid</u></p> <p>Signature of authorised officer</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><u>MELINDA BYRNE</u></p> <p>NAME of witness (block letters)</p>   <p><u>456 Kent Street, Sydney NSW 2000</u></p> <p>Address of witness</p> </div> <div style="width: 45%;"> <p><b>HANNAH FRANCES REID</b></p> <p>NAME of authorised officer (block letters)</p>   <p>Authority of authorised officer:</p> <p>Acting Director Legal &amp; Governance</p>   <p>Authorised delegate pursuant to s377 of the  Local Government Act 1993</p> </div> </div>	
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If space is insufficient use additional annexure sheet			
Surveyor's Reference: 41595 027DP <del>408397-21</del>			



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 53)

Plan:

**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 8 / 2021


**Full name and address  
of the owner of the Land:**

Kent Street Pty Limited ACN 006 794 654  
Level 21, 33 Alfred Street  
Sydney NSW 2000

The Council of the City of Sydney  
ABN 22 636 550 790  
Town Hall House, Level 2, 456 Kent Street  
Sydney NSW 2000

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Access and Construction (Whole of Lots)	Each lot	Every other lot
2	Easement for Support and Shelter (Whole of Lots)	Each lot	Every other lot
3	Easement for Services (Whole of Lots)	Each lot	Every other lot
4	Easement for Access to Shared Facilities (Whole of Lots)	Each lot	Every other lot
5	Easement for Use of Fire Stairs and Egress (Whole of Lots)	Each lot	Every other lot
6	Restriction on Use (Permanent Residential Accommodation)	51, 53, 56	City of Sydney



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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 LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
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(Sheet 2 of 53)

Plan:

**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
 Easements overs Lot 31 in DP1258022 covered  
 by Subdivision Certificate No. 8/2021

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
7	Easement for Public Access Variable Width Limited in Stratum (DA)	50, 52, 54	City of Sydney
8	Positive Covenant (Public Access)	50, 52, 54	City of Sydney
9	Easement for Public Access to Civic Space Variable Width Limited in Stratum (DB)	54	City of Sydney
10	Positive Covenant (Public Civic Space Access)	54	City of Sydney
11	Easement for Access Variable Width Limited in Stratum (DC)	53 56	50, 51, 52, 54, 55, 56 50, 51, 52, 53, 54, 55
12	Easement for Access Variable Width Limited in Stratum (DD)	31/1258022	50, 51, 52, 53, 54, 55, 56
13	Positive Covenant	53	City of Sydney
14	Easement for use of Loading Dock Variable Width Limited in Stratum (DJ)	54	50, 51, 52, 53, 55 and 56, 34/1257956
15	Restriction on Use (Non – Residential Floor Space)	50, 52, 54, 55	City of Sydney
16	Restriction on Use (Lanes Development)	50, 52, 54	City of Sydney



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 Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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(Sheet 3 of 53)

Plan:

**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 8/2021

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
17	Easement for Access Variable Width Limited in Stratum (DK)	50 54	51 56
18	Easement for Signage Variable Width Limited in Stratum (DL)	54	55
19	Restriction on Use (Car Spaces and Storage)	50, 52, 54, 55	City of Sydney
20	Restriction on Use (Car Spaces and Storage)	51, 53, 56	City of Sydney
21	Restriction on Use (Permitted Floor Space)	Each lot	City of Sydney
22	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U1)	31/1258022	54 being part shown as "BU1" on the plan
23	Easement for Encroaching Structure Variable Width Limited in Stratum (DS1)	31/1258022	54 being part shown as "BU1" on the plan
24	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U2)	31/1258022	54 being part shown as "BU2" on the plan
25	Easement for Encroaching Structure Variable Width Limited in Stratum (DS2)	31/1258022	54 being part shown as "BU2" on the plan
26	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U3)	31/1258022	52 being part shown as "BU3" on the plan



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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(Sheet 4 of 53)

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by Subdivision Certificate No. 8/2021

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
27	Easement for Encroaching Structure Variable Width Limited in Stratum (DS3)	31/1258022	52 being part shown as "BU3" on the plan
28	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U4)	31/1258022	54 being part shown as "BU4" on the plan
29	Easement for Encroaching Structure Variable Width Limited in Stratum (DS4)	31/1258022	54 being part shown as "BU4" on the plan
30	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U5)	31/1258022	52 being part shown as "BU5" on the plan
31	Easement for Encroaching Structure Variable Width Limited in Stratum (DS5)	31/1258022	52 being part shown as "BU5" on the plan
32	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U6)	31/1258022	55 being part shown as "BU6" on the plan
33	Easement for Encroaching Structure Variable Width Limited in Stratum (DS6)	31/1258022	55 being part shown as "BU6" on the plan
34	Right of Access and Use for Commercial Purposes Variable Width Limited in Stratum (U7)	31/1258022	55 being part shown as "BU7" on the plan
35	Easement for Encroaching Structure Variable Width Limited in Stratum (DS7)	31/1258022	55 being part shown as "BU7" on the plan

  
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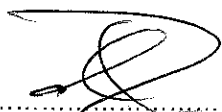
(Sheet 5 of 53)

Plan:

**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
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by Subdivision Certificate No. **8/2021**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
36	Easement for Access by Foot Variable Width Limited in Stratum (DE)	56 53	50,51,52,53 51,55
37	Positive Covenant	55	City of Sydney
38	Positive Covenant	Each lot	City of Sydney



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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(Sheet 6 of 53)

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Plan of Subdivision of Lot 49 in DP1258999 and  
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by Subdivision Certificate No. 8/2021

**PART 2 - TERMS**

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**1 Interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this Instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation the tenants, lessees, sub-lessees, employees, agents, servants, contractors, workmen, licensees and invitees of the Grantee.

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

**Building** means a building on the Lot Burdened.

**Building Management Committee** means any building management committee constituted under a Management Statement.

**Building Management Statement** means a building management statement registered according to Division 3B of the Act applying to any of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan) from time to time.

**Bridge Street Development Consent** means development consent to development application 2015/929 as may be modified from time to time.

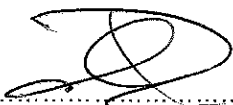
**Council** means the City of Sydney Council and its successors.

**Development** has the same meaning as in the *Environmental Planning & Assessment Act 1979*.

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Development Consents** means the:

- (a) Stage 2 Development Consent; and



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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(Sheet 7 of 53)

Plan:

**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
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(b) Bridge Street Development Consent..

**Easement Site** means in relation to an easement, positive covenant and restriction on use in this Instrument the site of an easement, positive covenant and restriction on use identified on the Plan.

**Emergency Situation** means any circumstance involving a need, for reasons of safety, for evacuation or egress from any part of the Buildings, including fire, earthquake, flooding, terrorist activity and any training or test of such evacuation or egress.

**Encroaching Structures** means those structures, plant and equipment which at the date of registration of this Instrument were located within the Easement Site.

**Floor Space Ratio** has the same meaning as in the LEP at the date of this Instrument.

**Government Agency** means any governmental, semi or local government, statutory, public or other authority.

**Grantee** means:

- (a) the Owner of a Lot Benefitted; and
- (b) an Authority benefitted.

**Grantor** means the Owner of a Lot Burdened.

**Gross Floor Area** has the meaning given in the LEP as at the date of this Instrument.

**Improvements** means all structures, improvements, fixtures and equipment constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings constructed).

**Indemnified Grantee** has the meaning given in clause 6.3(a).


**Indemnifying Grantee** has the meaning given in clause 6.3(a).

**Instrument** means this instrument under section 88B of the Act and includes the Plan.

**Lanes Development Floor Space** means "lanes development floor space" within the meaning of the LEP, as amended by the LEP Amendment.

**LEP** means *Sydney Local Environmental Plan 2012*.

**LEP Amendment** means clause 6.26 of the LEP.

  
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(Sheet 8 of 53)

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**Loading Dock** means the loading dock within the Easement Site.

**Loading Dock Management Plan** means a loading dock management plan which has been adopted under the Management Statement.

**Long Term Lease** means a lease for a term of greater than 50 years when it was granted.

**Lot Benefitted** means a lot benefitted by an easement, positive covenant or restriction on use in this Instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this Instrument.

**Management Statement** means either:

- (a) a Building Management Statement; or
- (b) a Strata Management Statement

as applicable.

**Occupier** means each occupier, lessee or licensee from time to time (including each subordinate lessee or licensee).

**Owner** means:

- (a) if a lot has been subdivided by Strata Plan, the relevant Owners Corporation; or
- (b) if a Long Term Lease has been granted in respect of the lot, the holder of that Long Term Lease; or
- (c) if a Long Term Lease has not been granted in respect of the lot, the owner of the freehold of the lot.

**Owners Corporation** means an owners corporation for a Strata Scheme.

**Plan** means the plan of subdivision to which this Instrument relates.



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Council Authorised Delegate



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(Sheet 9 of 53)

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**Public Road** has the meaning given to that term in the *Roads Act 1993 (NSW)*.

**Quay Quarter Lanes** means the land the subject of the Management Statement which is registered on the title to the Lot Burdened.

**Roads** means the public roads surrounding Quay Quarter Lanes and identified on the Plan as Loftus Lane; Young Street; Loftus Street and Customs House Lane.

**Services** includes those services defined in section 107 of the Development Act and:

- (a) the supply of water, recycled water, gas, electricity or artificially heated or cooled air; and
- (b) the provision of sewerage, drainage and stormwater; and
- (c) telephone, radio, television or other transmission means; and
- (d) security systems; and
- (e) kitchen exhaust and grease arrestor systems; and
- (f) plant and plant rooms; and
- (g) fire hydrant and sprinkler systems; and
- (h) irrigation systems; and
- (i) lifts; and
- (j) ventilation (mechanical or otherwise) system; and
- (k) any other facility, supply or transmission,

whether designed for commercial or domestic use and including any wires, ducts, cables, conduit tracks, pipes and rises for that service.

**Shared Facility** has the meaning it has in the Management Statement.

**Stage 2 Development Consent** means each development consent granted to development application D/2015/930 as may be modified from time to time.

**Strata Management Statement** means a strata management statement registered according to Part 6 of the Development Act applying to any of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan) from time to time.

  
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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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(Sheet 10 of 53)

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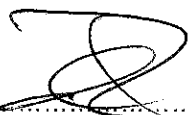
**Strata Plan** means a strata plan under the Development Act.

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

**1.2 References to certain terms**

Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(grammatical forms)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (e) **(clauses, paragraphs and schedules)** "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this Instrument; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; and
- (g) **(jointly and individually)** an agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of, them jointly and severally, but where there is more than one Grantee, an obligation of a Grantee binds that Grantee individually only; and
- (h) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.



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Council Authorised Delegate

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(Sheet 11 of 53)

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**1.3 Headings**

Headings do not affect the interpretation of this instrument.

**1.4 Positive covenants and maintenance requirements**

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

**1.5 Severability**

If a provision of an easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that easement and the remaining provisions of that easement has full force and effect.

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**2 Easements are covenants and agreements between Grantees and Grantors**

**2.1 Run with Land**

The conditions, covenants and restrictions, including in this clause, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefitted or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

**2.2 Ancillary Rights**

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligation reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

  
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Council Authorised Delegate

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(Sheet 12 of 53)

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---

**3 Complying with this Instrument and the Management Statement**

**3.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument, except where the contrary intention is expressed.

**3.2 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this Instrument and the Management Statement.

**3.3 Complying with the Management Statement**

For each easement, positive covenant and restriction on use in this Instrument, the Grantee who is required to comply with the Management Statement must:

- (a) comply with the Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement which applies to the Lot Burdened.

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**4 Effect of the Management Statement**

**4.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument.

**4.2 Requirements about making rules**

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or its Authorised User, the rules must be consistent with the easement, covenant or restriction and any Management Statement.

**4.3 Complying with obligations**

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the

  
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inconsistency. However, the relevant Grantor or Grantee must use its reasonable endeavours to ensure that the person complies with these obligations.

**4.4 Apportionment of costs**

If a Management Statement regulates the apportionment of costs in relation to an easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.

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**5 Release and indemnity**

**5.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument.

**5.2 Release**

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this easement unless the loss is caused by the wilful acts or omissions or negligence of the Grantor.

**5.3 Indemnity**

The Grantee agrees to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the use of the Easement Site by the Grantee and any of its Authorised Users, including but not limited to:

- (a) damage to the Lot Burdened, except fair wear and tear;
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on or near the Lot Burdened.

**5.4 Reduction of indemnity**

The Grantee's indemnity to the Grantor under clause 5.3 ("Indemnity") will be reduced proportionately to the extent that the damage, expense, loss or liability arises from an act or omission of the Grantor or its officers, employees, contractors or agents.

  
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**6 Terms of Easement for Access and Construction (Whole of  
Lots) numbered 1 in the Plan**

**6.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users the right to:

- (a) enter the Lot Burdened; and
- (b) oversail the Lot Burdened with cranes and other construction equipment and materials; and
- (c) pass over and remain on the Lot Burdened with vehicles and with or without materials, tools and equipment; and
- (d) erect cranes, scaffolding or hoardings with the Lot Burdened; and
- (e) make noise, create dust and cause disturbance to the Owner and any Occupier of the Lot Burdened,

for the period reasonably necessary to enable the Grantee to carry out demolition and construction works in connection with any Development or redevelopment of the Lot Benefitted or any adjacent lot.


**6.2 Requirements when exercising rights**

In exercising any rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any Improvements on it; and
- (c) make good any damage caused by or in connection with the exercise of its rights under this easement as soon as reasonably possible.

**6.3 Indemnity**

- (a) Each Grantee ("Indemnifying Grantee") agrees to indemnify each other Grantee (each an "Indemnified Grantee") against any liability or loss arising in connection with damage, loss, injury or death suffered or incurred by the Indemnified Grantee arising from or in consequence of the use of the Easement Site under this easement

  
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by the Indemnifying Grantee and any of its Authorised Users, including but not limited to:

- (i) damage to the Lot Benefitted owned by the relevant Indemnified Grantee, except fair wear and tear;
- (ii) damage to any property of the relevant Indemnified Grantee or any other person; and
- (iii) injury to, or the death of, any person on or near the Lot Benefitted owned by the relevant Indemnified Grantee,

except to the extent that such damage, loss, injury or death is caused or contributed to by a negligent act or omission or breach of this Instrument by the Indemnified Grantee, its Authorised Users or their officers, employees, contractors or agents.

- (b) For the avoidance of doubt, the indemnity and release given under clause 6.3(a) is given by each Indemnifying Grantee individually only, and a Grantee is not required to provide the indemnity or release given under clause 6.3(a) in respect of the acts or omissions of any other Grantee.

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**7 Terms of Easement for Support and Shelter (Whole of Lots)  
numbered 2 in the Plan**

**7.1 Grant of easement**

An easement for subjacent and lateral support and shelter in any direction of those parts of the Building now or in the future erected on the Lot Benefitted by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.

**7.2 Obligations when exercising rights**

The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefitted located on the Lot Burdened subject to the following conditions:

- (a) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and
- (b) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.

  
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**7.3 Effect of a Strata Management Statement**

If a Strata Management Statement is registered resulting in the creation of an easement for support and shelter under section 106 of the Development Act and there is an inconsistency between the terms of this easement and the easement created under section 106, then to the extent of that inconsistency, the terms of the easement under section 106 apply.

**7.4 Effect of a subdivision**

If a Strata Plan subdividing a Lot Benefitted is registered resulting in the creation of an easement for support and shelter under section 106 of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 106, then to the extent of that inconsistency, the terms of the easement under section 106 apply.

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**8 Terms of Easement for Services (Whole of Lots) numbered 3  
in the Plan**

**8.1 Grant of easement**

The Grantee and its Authorised Users may:

- (a) utilise the Services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these Services; and
- (b) use the Lot Burdened to provide Services to or from the Lot Benefitted; and
- (c) do anything reasonably necessary for that purpose, including:
  - (i) entering the Lot Burdened; and
  - (ii) taking anything on to the Lot Burdened; and
  - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

**8.2 Requirements before exercising rights**

Before exercising any rights under this easement, the Grantee and Authorised Users must:

- (a) except in an emergency, give the Grantor or its nominee not less than 48 hours notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or

  
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Authorised User must give a Grantor notice of access to the Lot Burdened as soon as practicable; and

- (b) if required by the Grantor, when exercising rights under this easement be accompanied by and comply with the reasonable directions of the Grantor's nominee; and
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (d) except as provided for in clause 8.3 ("Attachments of a minor nature"), not carry out any works to the structure of the Building and infrastructure located on the Lot Burdened unless it:
  - (i) obtains the approval of the Grantor to the works proposed to be carried out; and
  - (ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and
- (e) carries out the recommendations of the structural engineer.

**8.3 Attachments of a minor nature**

Clause 8.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the Building, Shared Facilities and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

**8.4 Obligations when exercising rights**

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any Improvements on it; and
- (d) make good any collateral damage; and



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- (e) not interfere with the structural integrity of the Building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

**8.5 Maintaining Services**

The Grantee must maintain its own Services and if a Service is a Shared Facility under a Management Statement, then the Building Management Committee must maintain the Service in accordance with the Management Statement and the Grantee must contribute to cost of that Service in accordance with the Management Statement.

**8.6 Additional obligations**

The Grantee:

- (a) acknowledges that this easement is being used in common with the Grantor; and
- (b) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time.

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**9 Terms of Easement for Access to Shared Facilities (Whole of Lots) numbered 4 in the Plan**

**9.1 Grant of easement**

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lot Burdened by foot, for the purposes of accessing any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under the Management Statement.

**9.2 Obligations when exercising rights**

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

- (a) repair damage which they cause to the Lot Burdened; and
- (b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (c) comply with the relevant provisions of the Management Statement regarding use, payment and access to Shared Facilities; and



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- (d) immediately remove any garbage or recyclable materials spilt on the Easement Site or the Lot Burdened and clean the affected area.

**9.3 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

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**10 Terms of Easement for Use of Fire Stairs and Egress (Whole of Lots) numbered 5 in the Plan**

**10.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right to go, pass and repass across fire stairs within the Lot Burdened (erected from time to time) on foot and without vehicles to and from the Lot Benefitted in an Emergency Situation for the purpose of evacuation, or for fire drill exercises from time to time.

**10.2 Government Agency requirements**

When they exercise their rights under this easement, the Grantee and its Authorised Users must comply with any requirements of a Government Agency in relation to the use of the fire stairs within the Lot Burdened.

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**11 Terms of Restriction on use (Permanent Residential Accommodation) numbered 6 in the Plan**

**11.1 Restriction terms**

- (a) The Grantor must not use the apartments erected on the Lot Burdened for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.
- (b) The Grantor must ensure that the use of the apartments erected on the Lot Burdened must not change from "residential accommodation" as defined in the LEP.

**11.2 Persons empowered to release, vary or modify the restriction**

Council is the authority empowered to release, vary or modify this restriction on use.

  
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**12 Terms of Easement for Public Access Variable Width Limited  
in Stratum (DA) numbered 7 in the Plan**

**12.1 Grant**

Subject to the Grantor's rights under clauses 12.3 to 12.6, the Grantor grants to the Grantee and its Authorised Users full and free right to go, pass and repass over the Easement Site at all times for the purpose of passing through the Lot Burdened to gain access to adjoining Public Roads:

- (a) on foot (but not using rollerblades, skateboards, scooters or similar items or equipment); and
- (b) with wheelchairs or other disabled access aids, but excluding all other vehicles; and
- (c) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired).

**12.2 Requirements when exercising rights**

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must take all reasonable steps:

- (a) to minimise inconvenience, disturbance or damage to the Grantor, the Lot Burdened and any Occupier of the Lot Burdened; and
- (b) not behave in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Lot Burdened; and
- (c) not soil or leave litter on, or cause excessive noise within the Easement Site; and
- (d) to cause as little damage as is practicable to the Lot Burdened and any Improvements on it;
- (e) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred, as soon as reasonably possible; and
- (f) comply with any rules made by the Grantor according to clause 12.3 ("Making Rules").

  
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**12.3 Making rules**

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site located in the Lot Burdened by the Grantee and its Authorised Users.

**12.4 Grantor's rights**

The Grantor, acting reasonably (and having proper regard to the nature of use or activity carried out on the Lot Burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:

- (a) is not adequately clothed;
- (b) is under the influence of alcohol or illegal drugs; or
- (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Lot Burdened.

**12.5 Grantor may restrict access**

- (a) The Grantee and its Authorised Users may not exercise their rights under this easement:
  - (i) during reasonable times notified by the Grantor to allow for the Grantor to manage:
    - (A) the reasonable security of the Buildings; and
    - (B) the Grantor's public liability exposure in respect of the Easement Site and the Lot Burdened; and
  - (ii) during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- (b) The Grantee's rights under this easement is subject to the Grantor's right to erect temporary hoardings within the Easement Site for the purpose of retail shop fitout at any time and for as long as is reasonably necessary.

**12.6 Works to Lot Burdened**

- (a) Subject to ensuring access in accordance with the rights granted under clause 12.1, and compliance with the requirements of clause 12.5 the Grantor may:



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- (i) carry out works of any nature on or about the Lot Burdened, including without limitation constructing, installing, removing, redeveloping or otherwise changing Improvements on or about the Easement Site;
  - (ii) permit doors to open out into the Easement Site; and
  - (iii) install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor retail premises, signage, notice boards or any other Improvements at ground level within the Easement Site.
- (b) For the avoidance of doubt, any Improvements or encroachments on the Easement Site that have been approved under the Stage 2 Development Consent are not in breach of this Instrument.

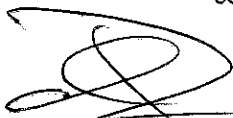
**12.7 Restrictions on access – construction, repair or maintenance**

The Grantor may temporarily close, or temporarily restrict access through part (but not all) of the Easement Site as agreed with the Grantee expressly in writing for the purposes of this easement, or otherwise for the purpose of, or as a result of:

- (a) the construction, repair or maintenance of any Improvements on the Easement Site (including the use of vehicles and equipment for those purposes); or
- (b) carrying out obligations under clause 15.1 or any other obligation under this Instrument;
- (c) providing access to the relevant electricity authority to gain access to the high voltage electrical cables which are located beneath part of the Easement Site for any necessary inspection or maintenance or in the event of an Emergency Situation relating to the high voltage electrical cables,

provided that:

- (d) such restriction is for a period not exceeding two months or such other period of time as agreed by the Grantee;
- (e) where the restriction is for a period not exceeding 24 hours, the Grantor takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 14.1; and
- (f) where the restriction is likely to be for a period for between 24 hours and up to two months, the Grantor:
  - (i) obtains the prior written consent of the Grantee and complies with any conditions imposed on that consent; and



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- (ii) takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 14.1.

**12.8 Emergencies**

- (a) The Grantor may restrict temporarily access to the Easement Site in an Emergency Situation provided that it gives as much notice as is practicable to the Grantee and uses all reasonable endeavours to resolve the Emergency Situation and restore access to the Easement Site as soon as possible.
- (b) The Grantor may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.
- (c) Despite any other provision of this Instrument:
  - (i) the Grantor must at all times allow the Easement Site to be used for access by all emergency and other essential service organisations; and
  - (ii) the Grantor must not interfere with such access.

**12.9 Relocation of Easement**

- (a) If any part of the Lot Burdened is redeveloped or developed, the Grantor may relocate the Easement Site if:
  - (i) the Grantee is provided with alternative access which enables the Council and its Authorised Users to access an easement site of an equivalent area within the Lot Burdened or adjacent land ("**New Access Way**"); and
  - (ii) the New Access Way is in a location that is at least as favourable to the Grantee as the existing easement.
- (b) If the easement is relocated under this clause, the Grantor may require this easement to be surrendered and a new easement, on identical terms as the existing easement (except for necessary changes to enable registration), to be registered with a plan showing the location of the New Access Way. In this event, the Grantee must surrender this easement and the Grantor must pay all costs associated with:
  - (i) the costs of any survey plan required for the new easement;
  - (ii) the registration fees for the surrender of this easement and lodgement of the new easement.



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**13 Terms of Positive Covenant (Public Access) numbered 8 on  
the Plan**

**13.1 Maintenance of Easement Site**

The Owner of the Lot Burdened must:

- (a) at all times, maintain the Easement Site (including the lighting) in good repair;
- (b) not permit the Easement Site to fall into disrepair so that the use of the Easement Site becomes unsafe, impractical or impossible; and
- (c) keep the Easement Site clean and free from rubbish; and
- (d) if required by Grantee, upgrade and refurbish the Easement Site if the condition of the Easement Site becomes degraded and damaged, in accordance with the reasonable requirements of, and to the reasonable satisfaction of, the Grantee.

**13.2 Public Liability Insurance**


- (a) The Grantor must take out and maintain a public liability insurance policy with respect to any liabilities of the Grantee or any other person for the death or injury of any person within or about the Easement Site for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Grantee (acting reasonably).
- (b) The policy referred to in paragraph 13.2(a) must:
  - (i) note the Grantee as an interested party; and
  - (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security rating from an industry recognised rating agency such as Standard and Poors, Moodys or Bests.

**13.3 Persons empowered to release, vary or modify the Positive Covenant**

Subject to clause 13.4, this Positive Covenant may only be released, varied or modified with the consent of both Grantee and the Grantor.

**13.4 Release**

If the easement for public access granted under clause 12 is relocated in accordance with clause 12.9, the Grantor may require this covenant to be surrendered and a new covenant on



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identical terms to be registered over the relevant new easement site. In this event, the  
Grantee must surrender this covenant and the Grantor must pay all costs associated with:

- (i) the costs of any survey plan required for the new covenant;
- (ii) the registration fees for the surrender of this covenant and lodgement of the new  
covenant.

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**14 Terms of Easement for Public Access Civic Space Variable  
Width Limited in Stratum (DB) numbered 9 in the Plan**

**14.1 Grant**


Subject to the Grantor's rights under clauses 14.3 to 14.9, the Grantor grants to the Grantee  
and its Authorised Users full and free right to go, pass and repass over the Easement Site at  
all times:

- (a) on foot (but not using rollerblades, skateboards, scooters or similar items or  
equipment); and
- (b) with wheelchairs or other disabled access aids, but excluding all other vehicles; and
- (c) without animals (except for guide dogs or hearing dogs for the visually or hearing  
impaired).

**14.2 Requirements when exercising rights**

When exercising their rights and complying with their obligations under this easement, the  
Grantee and its Authorised Users must take all reasonable steps:

- (a) to minimise inconvenience, disturbance or damage to the Grantor, the Lot Burdened  
and any Occupier of the Lot Burdened; and
- (b) not behave in a manner reasonably likely to cause alarm, offence or embarrassment  
to persons on the Lot Burdened; and
- (c) not soil or leave litter on, or cause excessive noise within the Easement Site; and
- (d) to cause as little damage as is practicable to the Lot Burdened and any  
improvements on it;
- (e) if damage is caused, restore the Lot Burdened as nearly as practicable to the  
condition it was in before the damage occurred, as soon as reasonably possible; and

  
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- (f) comply with any rules made by the Grantor according to clause 14.3 ("Making Rules").

**14.3 Making rules**

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site located in the Lot Burdened by the Grantee and its Authorised Users.

**14.4 Grantor's rights**

The Grantor, acting reasonably (and having proper regard to the nature of use or activity carried out on the Lot Burdened), may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:

- (a) is not adequately clothed;
- (b) is under the influence of alcohol or illegal drugs; or
- (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Lot Burdened.

**14.5 Grantor may restrict access**

- (a) The Grantee and its Authorised Users may not exercise their rights under this easement:
  - (i) during reasonable times notified by the Grantor to allow for the Grantor to manage:
    - (A) the reasonable security of the Buildings; and
    - (B) the Grantor's public liability exposure in respect of the Easement Site and the Lot Burdened; and
  - (ii) during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- (b) The Grantee's rights under this easement is subject to the Grantor's right to erect temporary hoardings within the Easement Site for the purpose of retail shop fitout at any time and for as long as is reasonably necessary.



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**14.6 Works to Lot Burdened**

- (a) Subject to ensuring access in accordance with the rights granted under clause 14.1, compliance with the requirements of clause 14.7, compliance with relevant Building Code of Australia standards, compliance with relevant minimum disability access standards and compliance with the requirements of all relevant development consents, the Grantor may:
  - (i) carry out works of any nature on or about the Lot Burdened, including without limitation constructing, installing, removing, redeveloping or otherwise changing Improvements on or about the Easement Site;
  - (ii) permit doors to open out into the Easement Site; and
  - (iii) install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor retail premises, signage, notice boards or any other Improvement at ground level within the Easement Site.
- (b) For the avoidance of doubt, any Improvements or encroachments on the Easement Site that have been approved under the Stage 2 Development Consent are not in breach of this Instrument.

**14.7 Restrictions on access – construction, repair or maintenance**

The Grantor may temporarily close, or temporarily restrict access through part (but not all) of the Easement Site as agreed with the Grantee expressly in writing for the purposes of this easement, or otherwise for the purpose of, or as a result of:

- (a) the construction, repair or maintenance of any Improvements on the Easement Site (including the use of vehicles and equipment for those purposes); or
- (b) carrying out obligations under clause 15.1 or any other obligation under this Instrument;
- (c) providing access to the relevant electricity authority to gain access to the high voltage electrical cables which are located beneath part of the Easement Site for any necessary inspection or maintenance or in the event of an Emergency Situation relating to the high voltage electrical cables,

provided that:

- (d) such restriction is for a period not exceeding two months or such other period of time as agreed by the Grantee;



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- (e) where the restriction is for a period not exceeding 24 hours, the Grantor takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 14.1; and
- (f) where the restriction is likely to be for a period for between 24 hours and up to two months, the Grantor:
  - (i) obtains the prior written consent of the Grantee and complies with any conditions imposed on that consent; and
  - (ii) takes reasonable steps to minimise the disturbance caused in accordance with the rights granted under clause 14.1.

**14.8 Emergencies**

- (a) The Grantor may restrict temporarily access to the Easement Site in an Emergency Situation provided that it gives as much notice as is practicable to the Grantee and uses all reasonable endeavours to resolve the Emergency Situation and restore access to the Easement Site as soon as possible.
- (b) The Grantor may erect temporary signage or barriers on the Easement Site to restrict temporarily access to the Easement Site by members of the public if it reasonably forms the view that such access is unsafe.
- (c) Despite any other provision of this Instrument:
  - (i) the Grantor must at all times allow the Easement Site to be used for access by all emergency and other essential service organisations; and
  - (ii) the Grantor must not interfere with such access.

**14.9 Relocation of Easement**

- (a) If any part of the Lot Burdened is redeveloped or developed, the Grantor may relocate the Easement Site if:
  - (i) the Grantee is provided with alternative access which enables the Council and its Authorised Users to access an easement site of an equivalent area within the Lot Burdened or adjacent land ("**New Access Way**"); and
  - (ii) the New Access Way is in a location that is at least as favourable to the Grantee as the existing easement.
- (b) If the easement is relocated under this clause, the Grantor may require this easement to be surrendered and a new easement, on identical terms as the existing easement



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(except for necessary changes to enable registration), to be registered with a plan showing the location of the New Access Way. In this event, the Grantee must surrender this easement and the Grantor must pay all costs associated with:

- (i) the costs of any survey plan required for the new easement;
- (ii) the registration fees for the surrender of this easement and lodgement of the new easement.

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**15 Terms of Positive Covenant (Public Civic Space Access)  
Variable Width Limited in Stratum numbered 10 on the Plan**

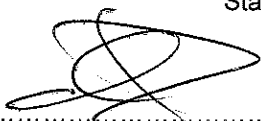
**15.1 Maintenance of Easement Site**

The Owner of the Lot Burdened must:

- (a) at all times, maintain the Easement Site (including the lighting) in good repair; and
- (b) not permit the Easement Site to fall into disrepair so that the use of the Easement Site becomes unsafe, impractical or impossible; and
- (c) keep the Easement Site clean and free from rubbish; and
- (d) if required by Grantee, upgrade and refurbish the Easement Site if the condition of the Easement Site becomes degraded and damaged, in accordance with the reasonable requirements of, and to the reasonable satisfaction of, the Grantee.

**15.2 Public Liability Insurance**

- (a) The Grantor must take out and maintain a public liability insurance policy with respect to any liabilities of the Grantee or any other person for the death or injury of any person within or about the Easement Site for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Grantee (acting reasonably).
- (b) The policy referred to in paragraph 15.2(a) must:
  - (i) note the Grantee as an interested party; and
  - (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security rating from an industry recognised rating agency such as Standard and Poors, Moodys or Bests.



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**15.3 Persons empowered to release, vary or modify the Positive Covenant**

Subject to clause 15.4, this Positive Covenant may only be released, varied or modified with the consent of both Grantee and the Grantor.

**15.4 Release**

If the easement for public access granted under clause 14 is relocated in accordance with clause 14.9, the Grantor may require this covenant to be surrendered and a new covenant on identical terms to be registered over the relevant new easement site. In this event, the Grantee must surrender this covenant and the Grantor must pay all costs associated with:

- (i) the costs of any survey plan required for the new covenant;
- (ii) the registration fees for the surrender of this covenant and lodgement of the new covenant.

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**16 Terms of Easement for Access Variable Width Limited in  
Stratum (DC) numbered 11 in the Plan**

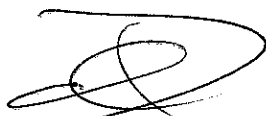
**16.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to enter, exit, pass and re-pass by vehicle with a gross tonnage not exceeding 2.5 tonnes TARE weight or height exceeding 2.2 metres, over all driveways and trafficable access ways (existing from time to time) contained within the Easement Site.

**16.2 Obligations of the Grantee**

When exercising its rights under this easement, the Grantee must:

- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;
- (b) comply with access requirements and rules made by the Grantor according to this easement;
- (c) not damage the Lot Burdened or any Improvements on it;
- (d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and



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- (e) not park or stand a motor vehicle or trailer on any driveway or trafficable access way contained within the Easement Site or obstruct the use of the Lot Burdened.

**16.3 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gate or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular and pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's reasonable cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

**16.4 Making rules**

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

**16.5 Costs**

The Grantor and the Grantee agree that the rights granted under this easement are subject to the Grantee's obligation to contribute to the repair, maintenance and other costs relating to the use of the Easement Site in accordance with the Management Statement.

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**17 Terms of Easement for Access Variable Width Limited in  
Stratum (DD) numbered 12 in the Plan**

**17.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to enter, exit, pass and re-pass by vehicle with a gross tonnage not exceeding 2.5 tonnes TARE weight or height exceeding 2.2 metres, over all driveways and trafficable access ways (existing from time to time) contained within the Easement Site.

**17.2 Obligations of the Grantee**

When exercising its rights under this easement, the Grantee must:

- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;

  
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- (b) comply with access requirements and rules made by the Grantor according to this easement;
- (c) not damage the Lot Burdened or any Improvements on it;
- (d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and
- (e) not park or stand a motor vehicle or trailer on any driveway or trafficable access way contained within the Easement Site or obstruct the use of the Lot Burdened.

**17.3 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gate or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular and pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's reasonable cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

**17.4 Making rules**

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

**17.5 Costs**

The Grantor and the Grantee agree that the rights granted under this easement are subject to the Grantee's obligation to contribute to the repair, maintenance and other costs relating to the use of the Easement Site in accordance with the Management Statement.

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**18 Terms of Positive Covenant numbered 13 in the Plan**

**18.1 Covenant by Grantor**

The Grantor covenants with the Grantee that flood gates within the Lot Burdened will be regularly maintained.

**18.2 Persons empowered to release, vary or modify the covenant**

Council is the authority entitled to release, vary or modify this covenant.



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**19 Terms of Easement to Use and Access Loading Dock Variable  
Width Limited in Stratum (DJ) numbered 14 in the Plan**

**19.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Owners of the Lot Benefitted and its Authorised Users the right to use the Easement Site for the purpose of loading and unloading of goods from vehicles at all times.

**19.2 Requirements when exercising rights**

When exercising rights under this easement, the Owner of the Lot Benefitted and its Authorised Users must:

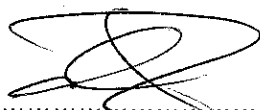
- (a) comply with any Loading Dock Management Plan;
- (b) keep the Loading Dock clean and tidy;
- (c) repair damage which they cause to the Loading Dock;
- (d) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (e) cause as little damage as practicable to the Lot Burdened and any personal property or Improvements on the Lot Burdened;
- (f) comply with any rules about the use of the Easement Site made by the Grantor in accordance with the Management Statement; and
- (g) take all reasonable steps not to obstruct the use of the Loading Dock or the Lot Burdened.

**19.3 Access**

The Grantor may suspend access to, and use of, the Easement Site in an emergency or for maintenance or replacement purposes provided the Grantor acts reasonably.

**19.4 Costs**

The Grantor and the Grantee agree that the rights granted under this easement are subject to that Grantee's obligation to pay for the use of the Loading Dock in accordance with the Management Statement and/or license agreement (as applicable).



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**19.5 Persons empowered to release, vary or modify the restriction**

Council is the authority empowered to release, vary or modify this restriction on use.

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**20 Terms of Restriction on use (Non-Residential Floor Space)  
numbered 15 in the Plan**

**20.1 Covenant by Grantor**

The Grantor covenants with the Grantee that it will not use or permit others to use the Lot Burdened for residential purposes or as "residential accommodation" as defined in the LEP at the date of this Instrument.

**20.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of both the Grantee and the Grantor.

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**21 Terms of Restriction on use (Lanes Development) numbered  
16 in the Plan**

**21.1 Covenant by Grantor**

The Grantor covenants with Grantee that any individual street level premises provided in new and existing Buildings adjoining laneways within the Lot Burdened in accordance with the Stage 2 Development Consent that comprise Lanes Development Floor Space, must not be redeveloped, consolidated or otherwise varied in way that would cause one or more of the relevant premises to cease to satisfy each of the following criteria, without the prior written consent of the Council:

- (a) have a Gross Floor Area of less than or equal to 100 square metres, and
- (b) not have direct access to any other premises in the relevant Building, and
- (c) adjoin, and have direct access to, a lane (being a Public Road with a width of less than 6 metres); and
- (d) have a floor level no more than 5 metres above the existing ground level of the relevant lane (being the lane referred to in clause 21.1(c) above); and



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- (e) be used for the purpose of business premises, community facilities, entertainment facilities, food and drink premises, information and education facilities, places of public worship, pubs, indoor recreation facilities, a registered club or retail premises.

**21.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of both the Grantee and the Grantor.

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**22 Terms of Easement for Access Variable Width Limited in  
Stratum (DK) numbered 17 in the Plan**

**22.1 Grant**

Subject to the conditions of this easement, the Grantor grants to the Grantee and its Authorised Users the right to pass and repass at all times through the Easement Site, for the purpose of gaining access to and from the Lot Benefitted:

- (a) on foot; and
- (b) with wheelchairs and other disabled access aids; and
- (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles; and
- (d) with or without material, tools and equipment.

**22.2 Making Rules**

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make reasonable rules about the use of the Easement Site by the Grantee and its Authorised Users.

**22.3 Access**

The Grantor may suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes provided the Grantor acts reasonably.

**22.4 Requirements when exercising rights**

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:



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- (a) cause as little inconvenience as practicable to the Grantor and occupants of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any Improvements on it; and
- (c) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred; and
- (d) comply with any rules made by the Grantor according to clause 22.2 ("Making Rules") and any relevant requirements under the Management Statement.

---

**23 Terms of Easement for Signage Variable Width Limited in  
Stratum (DL) numbered 18 in the Plan**

**23.1 Grant**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to use the Easement Site to erect, place and keep signage within the Easement Site.

**23.2 Rights of the Grantee**

The Grantee may do anything reasonably necessary for the purpose of exercising the rights granted under this Easement including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work such as replacing, repairing or maintaining signage and associated equipment.

**23.3 Obligations of the Grantee**

- (a) The Grantee may only erect signage which is approved by all relevant Government Agencies and which complies with the Management Statement.
- (b) The Grantee must maintain and keep in a state of good and serviceable repair any signage erected within the Easement Site.



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**23.4 Requirements when exercising rights**

When exercising their rights and complying with their obligations under this easement, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as practicable to the Grantor and occupants of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any Improvements on it; and
- (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

---

**24 Terms of Restriction on Use (Car Spaces and Storage)  
numbered 19 in the Plan**

**24.1 Covenant by Grantor**

The Grantor covenants with the Grantee that car parking areas and storage areas or any parts of them which form part of a Lot Burdened but excluding service vehicle spaces and car share spaces will not be used other than by an Owner or Occupier of a lot in Quay Quarter Lanes.

**24.2 Persons empowered to release, vary or modify the restriction**

Council is the authority entitled to release, vary or modify this restriction.

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**25 Terms of Restriction on Use (Car Spaces and Storage)  
numbered 20 in the Plan**

**25.1 Covenant by Grantor**

The Grantor covenants with the Grantee that car parking areas and storage areas or any parts of them which form part of a Lot Burdened but excluding service vehicle spaces and car share spaces will not be used other than by an employee, tenant or occupant of Quay Quarter Lanes.



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**25.2 Persons empowered to release, vary or modify the restriction**

Council is the authority entitled to release, vary or modify this restriction.

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**26 Terms of Restriction on Use (Permitted Floor Space)  
numbered 21 in the Plan**

**26.1 Restriction terms**

The Grantor must not without the consent of Council carry out any Development (or permit any Development to be carried out) on the Lot Burdened which increases:

- (a) the Gross Floor Area; or
- (b) the Gross Floor Area used for any purpose other than those purposes for which additional floor space may be developed under Subdivision 2 of Division 1 of Part 6 of the LEP (carparking reduction floor space, end of journey floor space, entertainment and club floor space, lanes development floor space or opportunity site floor space); or
- (c) Floor Space Ratio,

of the Building to an area greater than that approved under the Development Consents without the consent of Council.

**26.2 Persons empowered to release, vary or modify the restriction**

Council is the authority empowered to release, vary or modify this restriction on use.

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**27 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U1) numbered 22  
in the Plan**

**27.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted denoted by the area (BU1) on the Plan the right to enter on foot and use the Easement Site at all times for commercial purposes associated with occupation and use of the Lot Benefitted.



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**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. **812021**

**27.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and condition including regular cleaning and maintenance.

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**28 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS1) numbered 23 in the Plan**

**28.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in the Easement Site.

**28.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 28.1 ("Grant of Easement").

**28.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**28.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

  
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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 40 of 53)

Plan:

**DP1259000**

Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 8/2021

**28.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the  
Encroaching Structures.

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**29 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U2) numbered 24  
in the Plan**

**29.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted  
denoted by the area (BU2) on the Plan the right to enter on foot and use the Easement Site at  
all times for commercial purposes associated with occupation and use of the Lot Benefitted.

**29.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and  
condition including regular cleaning and maintenance.

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**30 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS2) numbered 25 in the Plan**

**30.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to  
construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in  
the Easement Site.

**30.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the  
purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or  
renewing any support for an Encroaching Structure referred to in clause 30.1 ("Grant  
of Easement").

  
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Council Authorised Delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan of Subdivision of Lot 49 in DP1258999 and  
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**30.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**30.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**30.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

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**31 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U3) numbered 26  
in the Plan**

**31.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted denoted by the area (BU3) on the Plan the right to enter on foot and use the Easement Site at all times for commercial purposes associated with occupation and use of the Lot Benefitted.

**31.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and condition including regular cleaning and maintenance.



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan:

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Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 8/2021

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**32 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS3) numbered 27 in the Plan**

**32.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in the Easement Site.

**32.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 32.1 ("Grant of Easement").

**32.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:


- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**32.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**32.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan:

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Plan of Subdivision of Lot 49 in DP1258999 and  
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**33 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U4) numbered 28  
in the Plan**

**33.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted denoted by the area (BU4) on the Plan the right to enter on foot and use the Easement Site at all times for commercial purposes associated with occupation and use of the Lot Benefitted.

**33.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and condition including regular cleaning and maintenance.

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**34 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS4) numbered 29 in the Plan**

**34.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in the Easement Site.

**34.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 34.1 ("Grant of Easement").

**34.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:



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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 81222

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**34.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**34.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

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**35 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U5) numbered 30  
in the Plan**

**35.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted denoted by the area (BU5) on the Plan the right to enter on foot and use the Easement Site at all times for commercial purposes associated with occupation and use of the Lot Benefitted.

**35.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and condition including regular cleaning and maintenance.



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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan:

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**36 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS5) numbered 31 in the Plan**

**36.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in the Easement Site.

**36.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 36.1 ("Grant of Easement").

**36.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**36.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**36.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan:

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**37 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U6) numbered 32  
in the Plan**

**37.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted denoted by the area (BU6) on the Plan the right to enter on foot and use the Easement Site at all times for commercial purposes associated with occupation and use of the Lot Benefitted.

**37.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and condition including regular cleaning and maintenance.

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**38 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS6) numbered 33 in the Plan**

**38.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in the Easement Site.

**38.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 38.1 ("Grant of Easement").

**38.3 Obligations of the Grantee**



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Plan of Subdivision of Lot 49 in DP1258999 and  
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by Subdivision Certificate No. 8/2021

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**38.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**38.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

---

**39 Terms of Easement for Access and Use for Commercial  
Purposes Variable Width Limited in Stratum (U7) numbered 34  
in the Plan**

**39.1 Grant**

The Grantor grants to the Grantee and its Authorised Users of that part of the Lot Benefitted denoted by the area (BU7) on the Plan the right to enter on foot and use the Easement Site at all times for commercial purposes associated with occupation and use of the Lot Benefitted.

**39.2 Covenant by Grantee**

The Grantee must at the Grantee's expense maintain the Easement Site in good order and condition including regular cleaning and maintenance.



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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Plan of Subdivision of Lot 49 in DP1258999 and  
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**40 Terms of Easement for Encroaching Structure Variable Width  
Limited in Stratum (DS7) numbered 35 in the Plan**

**40.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace the Encroaching Structures in the Easement Site.

**40.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 40.1 ("Grant of Easement").

**40.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

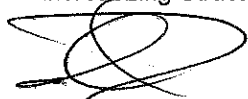
- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**40.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**40.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.



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Council Authorised Delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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**41 Terms of Easement for Access by Foot Variable Width Limited  
in Stratum (DE) numbered 36 in the Plan**

**41.1 Grant**

Subject to the conditions of this easement, the Grantor grants to the Grantee and its  
Authorised Users the right to pass and repass at all times through the Easement Site, for the  
purpose of gaining access to and from the Lot Benefitted:

- (a) on foot; and
- (b) with wheelchairs and other disabled access aids; and
- (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing  
impaired) or vehicles; and
- (d) with or without material, tools and equipment.

**41.2 Making Rules**

Subject to clause 4.2 ("Requirements about making rules"), the Grantor may make  
reasonable rules about the use of the Easement Site by the Grantee and its Authorised  
Users.

**41.3 Access**

The Grantor may suspend access to, and use of, the Easement Site in an emergency or for  
maintenance purposes provided the Grantor acts reasonably.

**41.4 Requirements when exercising rights**

When exercising their rights and complying with their obligations under this easement, the  
Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and occupants of the Lot  
Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any Improvements  
on it; and
- (c) if damage is caused, restore the Lot Burdened as nearly as practicable to the  
condition it was in before the damage occurred; and



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- (d) comply with any rules made by the Grantor according to clause 41.2 ("Making Rules") and any relevant requirements under the Management Statement.

---

**42 Terms of Positive Covenant numbered 37 in the Plan**

- (a) The Grantor must use reasonable endeavours to ensure that the 105 mm mountable kurb within Loftus Lane is maintained.
- (b) If a provision of the Building Management Statement applies to the obligations under this positive covenant, then that provision prevails.

---

**43 Terms of Positive Covenant numbered 38 in the Plan**

**43.1 Maintenance of Encroaching Structures**

A Grantor must:

- (a) maintain, repair and where necessary replace at its own cost the Encroaching Structures which form part of the Grantor's Building; and
- (b) do whatever is reasonably necessary to carry out its obligations under clause 43.1(a) including entering and taking necessary materials on to the Roads; and
- (c) in carrying out its obligations under this positive covenant cause as little inconvenience to the Grantee and members of the public as is practicable, including restoring the Roads as nearly as is practicable to their former condition and making good any collateral damage.

**43.2 Indemnify Council**

A Grantor must:

- (a) indemnify Council in respect of all costs, losses or damages which the Council suffers or incurs in relation to the Encroaching Structures which form part of the Grantor's Building except to the extent that any cost, loss or damage is caused by any negligent, deliberate or reckless act or omission of the Council; and
- (b) release Council from all claims, demands, causes of action, proceedings, and lawsuits arising in relation to the Encroaching Structures.

  
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Council Authorised Delegate

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Plan of Subdivision of Lot 49 in DP1258999 and  
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**43.3 Public Liability Insurance**

- (a) The Grantor must take out and maintain a public liability insurance policy with respect to any liabilities of the Grantee or any other person for the death or injury of any person to as a result of the Encroaching Structures for an amount in respect of any single accident of not less than \$20 million, or such higher amount as may be required by the Grantee (acting reasonably).
- (b) The policy referred to in paragraph 43.3(a) must:
  - (i) note the Grantee as an interested party; and
  - (ii) be taken out and maintained with an insurer licensed by the Australian Prudential Regulation Authority to operate in Australia or have an investment grade security rating from an industry recognised rating agency such as Standard and Poors, Moodys or Bests.
- (c) The Grantee acknowledges and agrees that each Grantor would have satisfied its obligation to take out and maintain a public liability insurance policy if the Building Management Committee under the Management Statement effects a policy which cover the requirements of this positive covenant.

**43.4 Meaning of Encroaching Structures**

In this positive covenant, Encroaching Structures means any awnings; projections or embellishments attached to the street frontages of a Building which overhang and encroach on to a Road.



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Council Authorised Delegate

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Plan:

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Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 8/2021

**DP1259000**

City of Sydney Council by its authorised delegate pursuant to s.377 Local Government Act 1919:



Signature of Delegate

HANNAH FRANCES REID

Name of Delegate (print)

Authority: Acting Director Legal &  
Governance

I certify that I am an eligible witness and that the delegate signed in my presence:



Signature of Witness

MELINDA BYRNE

Name of Witness (print)

456 Kent Street, Sydney, 2000

Address of Witness (print)

**EXECUTED** by

THE COUNCIL OF THE CITY OF SYDNEY  
ABN 22 635 550 790 by its attorney under  
power of Attorney registered Book  
No

in the presence of:

Signature of Attorney

Signature of Witness

NAME OF Attorney (block letters)

NAME of witness (block letters)

ADDRESS OF witness

~~Council Authorised Person~~

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
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(Sheet 53 of 53)

Plan:

Plan of Subdivision of Lot 49 in DP1258999 and  
Easements overs Lot 31 in DP1258022 covered  
by Subdivision Certificate No. 8/2021

**SIGNED** by  
as joint attorneys for Kent Street Pty  
Limited (ACN 006 794 654) under  
power of attorney registered book  
4746 no. 35 in the presence of:

Signature of witness

JOSEPHINE WOLFF  
Name of witness (block letters)

John Dynon

Signature of joint attorney

Signature of joint attorney

By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney

Byron Richard  
Tisett

Executed on behalf of the City of Sydney  
by its Authorised Delegate pursuant to  
Sec 378 of the Local Government Act 1993

I certify that I am an eligible witness and  
that the delegate signed in my presence

Name:

ANDREW REES

Position:

AREA PLANNING  
MANAGER

Name:

STEPHEN FEENEY

Address:

4-456 KENT ST  
SYDNEY

.....  
~~Council Authorised Person~~

F125582

CONVEYANCING ACTS, 1919-1943  
REAL PROPERTY ACT, 1900.



F125582Y

**Notice of Resumption of Land subject to the provisions  
of Real Property Act, 1900.**

I, ARTHUR HERIOT SIMPSON Crown Solicitor's Office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the sixteenth day of September one thousand nine hundred and forty nine, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ARTHUR HERIOT SIMPSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the fifth day of September, one thousand nine hundred and forty- six under his hand and official seal by the MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

**SCHEDULE.**

Lot	Section	Deposited Plan or Name of Estate		Part or Whole	Volume	Folio
		Parish	County			
Allotment 21	Sec.103	St. James	Cumberland	Whole	4558	229

DATED this twenty-eighth day of November, , in the year of Our Lord one thousand nine hundred and forty-nine.

SIGNED by the said ARTHUR HERIOT SIMPSON

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.

[Published in Government Gazette No. 180 of 16th  
September, 1949.]

PUBLIC WORKS ACT, 1912.

SITE FOR PUBLIC OFFICES AT LOFTUS-STREET, SYDNEY.

Acquisition of Land.

IT is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that so much of the land described in the Schedule hereto as is Crown land is hereby appropriated, and so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose of a site for public offices, and the said land is vested in the Minister for Public Works as Constructing Authority.

Dated at Sydney, this 7th day of September, 1949.

(L.S.) J. NORTHCOTT, Governor.

By His Excellency's Command,

J. J. CAHILL, Minister for Public Works.

SCHEDULE.

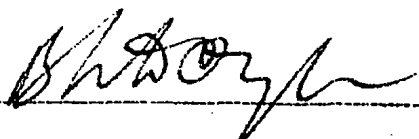
All that piece or parcel of land situate in the City of Sydney, parish of St. James, and county of Cumberland, being allotment 21 of section 103 and being also the whole of the land comprised in Certificate of Title, volume 4,558, folio 229,—having an area of 6½ perches or thereabouts, and said to be in the possession of A. L. Parsons. (Misc. 49-17,472)

(57)

Sydney: Alfred Henry Pettifer, Government Printer—1949.

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness



F125582

No. ....

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION.

F 125582

Particulars entered in Register Book.

Vol. 4558 , Fol. 229

a Mtg. 1464327  
14641313

the 28<sup>th</sup>  
day of June 1980  
at minutes 12  
o'clock in the noon.

Registrar-General







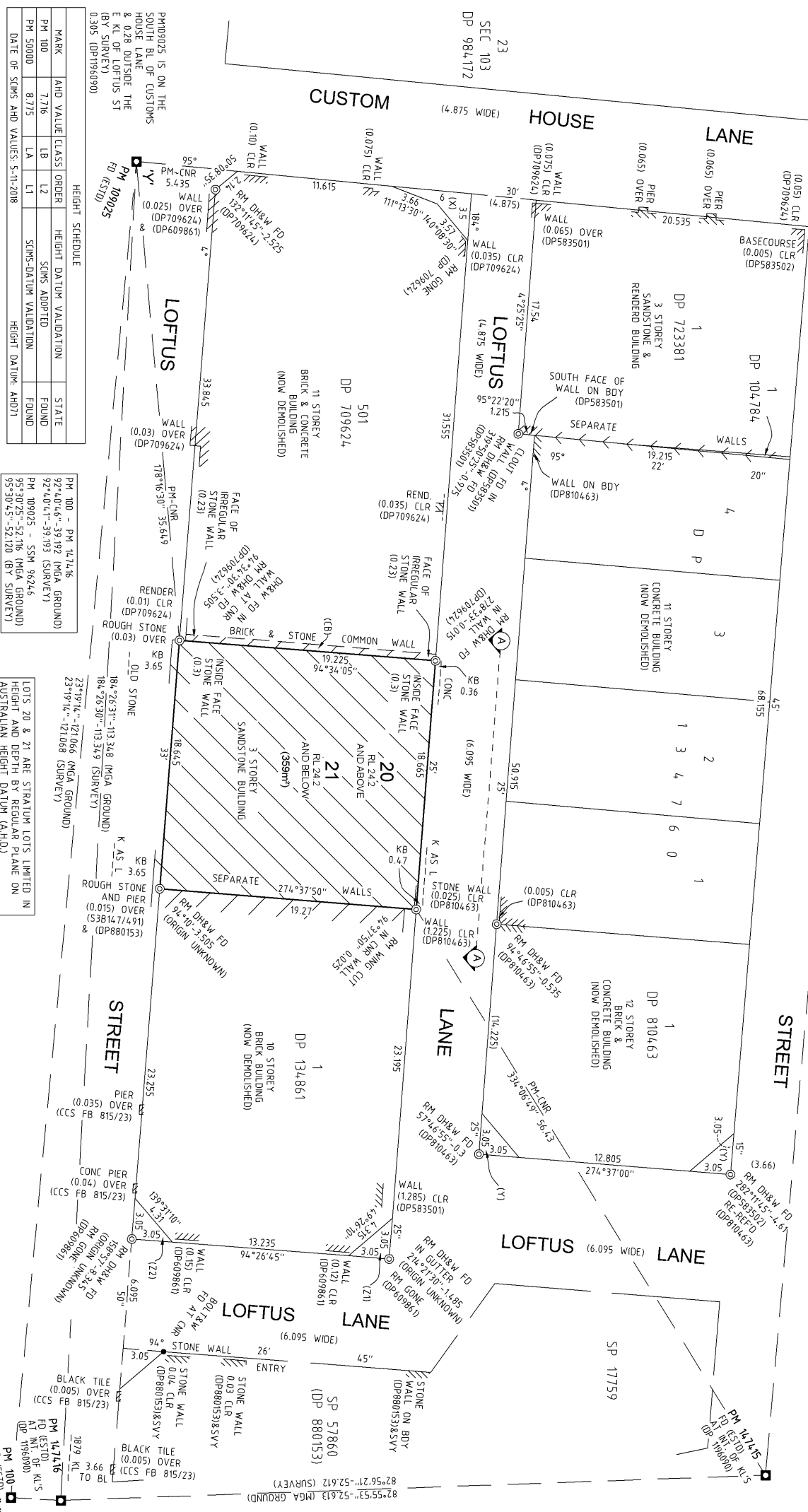
SSM96246 IS ON SOUTH BL  
OF CUSTOMS HOUSE LANE  
& ON W KL OF YOUNG ST  
(DP196090)

YOUNG

4°45'10"-101.882 (MGA GROUND)  
4°45'15"-101.886 (SURVEY)

COORDINATE SCHEDULE				
MARK	MGA CO-ORDINATES	CLASS	ORDER	METHOD
PM 100	334 423.645	B	2	SCMS
PM 50000	334 472.91	D	2	SCMS
PM 109025	334 471.569	B	2	SCMS
PM 147415	334 555.000	B	2	SCMS
PM 147416	334 462.791	B	2	SCMS
SSM 96246	334 523.441	B	2	SCMS
DATE OF SCMS COORDINATES: 5-11-2008 MGA ZONE: 56 COMBINED SCALE FACTOR: 0.999933				

- STRATUM STATEMENTS
- (Z1) SPILAYED CORNER LIMITED IN HEIGHT TO RL 12.88
  - (Z2) SPILAYED CORNER LIMITED IN HEIGHT TO RL 12.805
  - (X) DENOTES ROAD LIMITED IN STRATUM (VIDE 709624)
  - (Y) DENOTES ROAD LIMITED IN STRATUM (VIDE 583502)
  - (Y) LIMITED IN HEIGHT TO RL 15.55 AND UNLIMITED IN DEPTH
- EASEMENTS & RESTRICTIONS
- RESTRICTION ON USE - (NO.1)
  - EASEMENT FOR LIGHT AND AIR AND BUILDING MAINTENANCE (WHOLE OF LOT)
  - EASEMENT FOR ACCESS AND CONSTRUCTION (WHOLE OF LOT)
  - EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH LIMITED IN DEPTH TO RL 24.2 & LIMITED IN HEIGHT TO RL 27.0
  - EASEMENT FOR SUPPORT 0.25 WIDE LIMITED IN HEIGHT TO RL 20.0 AND UNLIMITED IN DEPTH



MARK	ADD VALUE (CLASS) ORDER	HEIGHT DATUM VALIDATION	STATE
PM 100	7.716	LA	L1
PM 50000	8.715	LA	L1
DATE OF SCMS AND VALUES: 5-11-2008			
HEIGHT DATUM: AHDT1			

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 100	PM 50000	-1.059	DIFFERENTIAL LEVELLING
PM 50000	PM 100		HEIGHT DATUM: AHDT1

LOT 20 & 21 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANE ON AUSTRALIAN HEIGHT DATUM (A.H.D.)

PLAN OF SUBDIVISION OF LOT 1 IN DP 87960 AND EASEMENT FOR SUPPORT WITHIN LOT 501 DP 709624

Registered


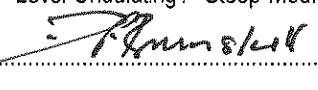
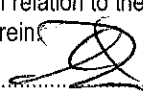
DP1257872

(CA) EASEMENT FOR ENCRANCHING STRUCTURES VARIABLE WIDTH LIMITED IN DEPTH TO RL 24.2 & LIMITED IN HEIGHT TO RL 27.0


(CB) EASEMENT FOR SUPPORT 0.25 WIDE LIMITED IN HEIGHT TO RL 20.0 & UNLIMITED IN DEPTH

ELEVATION A-A

DP1257872

<b>PLAN FORM 6 (2018)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)																		
Registered:  <b>14.11.2019</b> Title System: <b>TORRENS</b>	Office Use Only  <div style="font-size: 2em; font-weight: bold;">DP1257872</div>																			
<b>PLAN OF SUBDIVISION OF LOT 1 IN          DP87960 AND EASEMENT FOR SUPPORT          WITHIN LOT 501 DP709624</b>	LGA: SYDNEY Locality: SYDNEY Parish: ST JAMES County: CUMBERLAND																			
<p style="text-align: center;">Survey Certificate</p> <p>I, ANTHONY PAUL BRUNSKILL          of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>10.12.18</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **)  <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on</del> the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X"-"Y"          Type: *Urban/*Rural          The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: <u>7/8/2019</u></p> <p>Surveyor Identification No: 600          Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....          Date: .....          File Number: .....          Office: .....</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW REES</u>          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:           Accreditation number: .....          Consent Authority: <u>CITY OF SYDNEY</u>          Date of endorsement: <u>9 AUGUST 2019</u>          Subdivision Certificate number: <u>23 / 2019</u>          File number: <u>5 / 2019 / 27</u></p> <p>*Strike through if inapplicable.</p>																			
Plans used in the preparation of survey/compilation. <table style="width:100%; border: none;"> <tr> <td>DP87960</td> <td>S3B147/491</td> <td>DP1196090</td> </tr> <tr> <td>DP104784</td> <td>CCS FB 815/23</td> <td>DP723381</td> </tr> <tr> <td>DP134760</td> <td>DP880153</td> <td>DP614377</td> </tr> <tr> <td>DP134861</td> <td>DP583501</td> <td>DP61477</td> </tr> <tr> <td>DP709624</td> <td>DP583502</td> <td>DP566827</td> </tr> <tr> <td>DP810463</td> <td>DP609861</td> <td></td> </tr> </table>	DP87960	S3B147/491	DP1196090	DP104784	CCS FB 815/23	DP723381	DP134760	DP880153	DP614377	DP134861	DP583501	DP61477	DP709624	DP583502	DP566827	DP810463	DP609861		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
DP87960	S3B147/491	DP1196090																		
DP104784	CCS FB 815/23	DP723381																		
DP134760	DP880153	DP614377																		
DP134861	DP583501	DP61477																		
DP709624	DP583502	DP566827																		
DP810463	DP609861																			
Surveyor's Reference: 41595 022DP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A																			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

 14.11.2019 Office Use Only	Office Use Only
Registered: <b>PLAN OF SUBDIVISION OF LOT 1 IN DP87960 AND EASEMENT FOR SUPPORT WITHIN LOT 501 DP7096254</b>	<b>DP1257872</b>
Subdivision Certificate number: .....23/2019..... Date of Endorsement: .....9 AUGUST 2019.....	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE
2. EASEMENT FOR LIGHT AND AIR AND BUILDING MAINTENANCE (WHOLE OF LOTS)
3. EASEMENT FOR ACCESS AND CONSTRUCTION (WHOLE OF LOTS)
4. EASEMENT FOR ENCROACHING STRUCTURES LIMITED IN STRATUM (CA)
5. EASEMENT FOR SUPPORT 0.25 WIDE LIMITED IN STRATUM (CB)
6. RESTRICTION ON USE
7. RESTRICTION ON USE

\* VARIABLE WIDTH

TO RELEASE:

1. EASEMENT FOR SUPPORT AFFECTING THE PARTY WALL (BK 800 NO 579)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
20	NOT APPLICABLE			
21	14	LOFTUS	STREET	SYDNEY

THE DEFINITION OF THE ALIGNMENT  
YOUNG ST, LOFTUS LANE  
CUSTOMS HOUSE LANE AND  
OF LOFTUS STREET  
TO THE EXTENT SHOWN HEREON IS  
SATISFACTORY TO THE COUNCIL OF  
THE CITY OF SYDNEY.  
12/9/2019  
REGISTERED SURVEYOR  
CITY OF SYDNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41595 022DP

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



14.11.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN  
DP87960 AND EASEMENT FOR SUPPORT  
WITHIN LOT 501 DP70962~~4~~

DP1257872

Subdivision Certificate number: .....23/2019.....

Date of Endorsement: .....9 AUGUST 2019.....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by

The Gallipoli Memorial Club Ltd

ACN 001 038 740

in accordance with Section 127

of the Corporations Act

Signature of Director

NAME (please print)


Signature of Director/secretary

NAME (please print)

If space is insufficient use additional annexure sheet

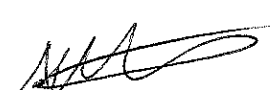
Surveyor's Reference: 41595 022DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)


 14.11.2019 Office Use Only	Office Use Only <b>DP1257872</b>
<b>Registered:</b> <b>PLAN OF SUBDIVISION OF LOT 1 IN DP87960 AND EASEMENT FOR SUPPORT WITHIN LOT 501 DP7096254</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: ..... Date of Endorsement: .....	

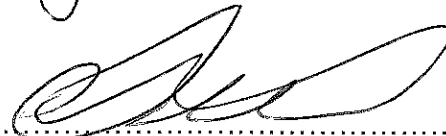
**SIGNED by** KENT STREET PTY LTD )  
as attorney for under power of attorney )  
registered book 4746 NO 35 in the )  
presence of: )

(ACN 006 794 654)

Signature of Witness:   
ASHLEY RETHEMEIER

Name of witness (block letters):  
Address of witness:  
Level 18, 33 Alfred Street  
Sydney NSW 2000

  
JUSTINE ANNE HUGHES

  
OLIVER JAMES STILES

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919**

ePlan  
 (Sheet 1 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
 easement for support within Lot 501 DP 709624  
 covered by Subdivision Certificate No. **23 (2019)**  
**dated 9.8.19**

Full name and address  
 of the owner of the Land:

The Gallipoli Memorial Club Limited ACN 001  
 038 740  
 12 Loftus Street  
 Sydney NSW 2000

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on Use	20	21  501/709624  1/134861  1-4/134 <sup>7</sup> 960 (A/C 11987-71) 1/810463  1/723381
2	Easement for Light and Air and Building Maintenance (Whole of Lots)	20	21
3	Easement for Access and Construction (Whole of Lots)	20	501/709624  1/134861  1-4/134 <sup>7</sup> 960 (A/C 11987-71) 1/810463  1/723381  21

  
 Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919**

ePlan  
 (Sheet 2 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
 easement for support within Lot 501 DP 709624  
 covered by Subdivision Certificate No. **23/2019**  
 Dated **9.8.19**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Easement for Encroaching Structures <sup>*</sup> Limited in Stratum (CA) <b>VARIABLE WIDTH</b>	20	21
5	Easement for Support 0.25 Wide <b>LIMITED IN STRATUM</b>	501/709624	21
6	Restriction on Use	21	Council
7	Restriction on Use	21	501/709624  1/134761 <b>(AC 11907-71)</b> 1-4/134960  1/810463  1/723381



.....  
 Council Authorised Delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE  
OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan  
(Sheet 3 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23 / 2019**  
**Dated 9.8.19**

**PART 1A - RELEASE**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support Affecting the Party Wall (BK 800 No 579)	501/709624	21 (formerly 1187960)

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 4 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
Dated **9.8.19**

**PART 2 - TERMS**

---

**1 Interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this Instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation the tenants, lessees, sub-lessees, employees, agents, servants, contractors, workmen, licensees and invitees of the Grantee.

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

**Building** means a building on the Lot Burdened.

**Council** means the City of Sydney Council and its successors.

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

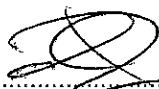
**Development Consent** means the consent, as modified from time to time under section 96 of the Act, granted to the development application D/2013/1942 and lodged with Council and each Stage 2 Development Consent.

**Easement Site** means in relation to an easement, positive covenant and restriction on use in this instrument the site of an easement, positive covenant and restriction on use identified on the Plan.

**Encroaching Structures** means antennas, flag poles, satellite dishes, telecommunications equipment, and any item permitted to be erected within any applicable Sun Access Plane in accordance with the provisions of the LEP.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended).

**Government Agency** means any governmental, semi or local government, statutory, public or other authority.



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 5 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
**Dated 9.8.19**

**Grantee** means:

- (a) the Owner of a Lot Benefited; and
- (b) an Authority benefited.

**Grantor** means the Owner of a Lot Burdened.

**Gross Floor Area** has the meaning given in the LEP as at the date of this Instrument.

**Improvements** means all structures, improvements, fixtures and equipment constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings constructed).

**Indemnified Grantee** has the meaning given in clause 7.3(a).

**Indemnifying Grantee** has the meaning given in clause 7.3(a).

**Instrument** means this instrument under section 88B of the Act and includes the Plan.

**Lanes Development Floor Space** means 'lanes development floor space' within the meaning of the LEP, as amended by the LEP Amendment.

**LEP** means *Sydney Local Environmental Plan 2012*.

**Loftus Lane Land** means the land contained in folio identifiers 1-4 DP134760, Lot 1 DP810463, Lot 1 DP723381 and Lot 1 DP104784, Lot 501 DP709624 and Lot 1 DP134861 (as subdivided from time to time).

**Long Term Lease** means a lease for a term of greater than 50 years when it was granted.

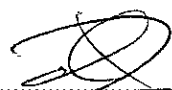
**Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this Instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this Instrument.

**Occupier** means each lessee or licensee from time to time (including each subordinate lessee or licensee).

**Owner** means:

- (a) if a lot has been subdivided by Strata Plan, the relevant Owners Corporation; or



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 6 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
**Dated 9.8.19**

- (b) if a Long Term Lease has been granted in respect of the lot, the holder of that Long Term Lease; or
- (c) if a Long Term Lease has not been granted in respect of the lot, the owner of the freehold of the lot.

**Plan** means the plan of subdivision to which this Instrument relates.

**Public Road** has the meaning given to that term in the *Roads Act 1993 (NSW)*.

**Stage 2 Development Application** means each subsequent detailed development application or applications lodged for a part of the Lot Burdened under section 83B (1) of the EP&A Act pursuant to the Development Consent.

**Stage 2 Development Consent** means each development consent granted to development application D/2015/930 as may be modified from time to time.

## 1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(grammatical forms)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (e) **(clauses, paragraphs and schedules)** "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this Instrument; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; and
- (g) **(jointly and individually)** an agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of, them jointly and severally, but where there is

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 7 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
**Dated 9.8.19**

more than one Grantee, an obligation of a Grantee binds that Grantee individually only; and

- (h) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.3 Headings**

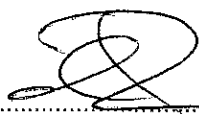
Headings do not affect the interpretation of this instrument.

**1.4 Positive covenants and maintenance requirements**

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

**1.5 Severability**

If a provision of an easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that easement and the remaining provisions of that easement has full force and effect.

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 8 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
Dated **9.8.19**

---

**2 Easements are covenants and agreements between Grantees and Grantors**

**2.1 Run with Land**

The conditions, covenants and restrictions, including in this clause, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

**2.2 Ancillary Rights**

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligation reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any Occupier of the Lot Burdened.

---

**3 Complying with this Instrument**

**3.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument, except where the contrary intention is expressed.

**3.2 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this Instrument.

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan  
(Sheet 9 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
**Dated 9.8.19**

**3.3 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this Instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under the Instrument.

---

**4 Release and indemnity**

**4.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument.

**4.2 Release**

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this easement unless the loss is caused by the wilful acts or omissions or negligence of the Grantor.

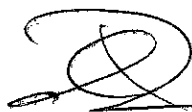
**4.3 Indemnity**

The Grantee agrees to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the use of the Easement Site by the Grantee and any of its Authorised Users, including but not limited to:

- (a) damage to the Lot Burdened, except fair wear and tear;
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on or near the Lot Burdened.

**4.4 Reduction of indemnity**

The Grantee's indemnity to the Grantor under clause 4.3 ("Indemnity") will be reduced proportionately to the extent that the damage, expense, loss or liability arises from an act or omission of the Grantor or its officers, employees, contractors or agents.



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 10 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
Dated **9.8.19**

---

**5 Terms of Restriction on Use numbered 1 in the Plan**

**5.1 Covenant by Grantor**

- (a) The Grantor covenants with each Grantee that no Improvements of any kind may be erected or constructed, or remain erected or constructed on the Lot Burdened, except Improvements authorised by the Easement for Encroaching Structures number 4 in the Plan.
- (b) The Grantor covenants with each Grantee that no uses of any kind may be undertaken on the Lot Burdened, except for uses contemplated by the easements, positive covenants and restrictions on use in this Instrument.

**5.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of each Grantee and each Grantor.

---

**6 Terms of easement for Light and Air and Building Maintenance numbered 2 in the Plan**

**6.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to:

- (a) the uninterrupted transmission and enjoyment of light over and across the Lot Burdened; and
- (b) the uninterrupted intake and emission of air through the Lot Burdened; and
- (c) enter, pass and repass over, at all times, and remain on the Easement Site for the purpose of cleaning external windows of and maintaining any structure on the Lot Benefited and to do anything reasonably necessary for that purpose, including taking anything onto the Lot Burdened reasonably necessary to exercise the right granted under this easement, including but not limited to transporting and using a lift, cleaning platform or building maintenance unit through and within the Easement Site.

**6.2 Requirements when exercising rights**

When they exercise their rights under this easement for the purposes of carrying out building maintenance to the Lot Benefited, the Grantee must:

  
.....  
Council Authorised Delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

(Sheet 11 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
**Dated 9.8.19**

- (a) take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened and any Occupier and contents of the Lot Burdened; and
- (b) make good any collateral damage as soon as reasonably possible.

---

**7 Terms of Easement for Access and Construction (Whole of  
Lots) numbered 3 in the Plan**

**7.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users the right to:

- (a) enter the Lot Burdened; and
- (b) oversail the Lot Burdened with cranes and other construction equipment and materials; and
- (c) pass over and remain on the Lot Burdened with vehicles and with or without materials, tools and equipment; and
- (d) erect cranes, scaffolding or hoardings with the Lot Burdened; and
- (e) make noise, create dust and cause disturbance to the Owner and any Occupier of the Lot Burdened,

for the period reasonably necessary to enable the Grantee to carry out demolition and construction works in connection with any development or redevelopment of the Lot Benefited or any adjacent lot.

**7.2 Requirements when exercising rights**

In exercising any rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any damage caused by or in connection with the exercise of its rights under this easement as soon as reasonably possible.



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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ePlan  
(Sheet 12 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
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Dated **9.8.19**

**7.3 Indemnity**

- (a) Each Grantee ("Indemnifying Grantee") agrees to indemnify each other Grantee (each an "Indemnified Grantee") against any liability or loss arising in connection with damage, loss, injury or death suffered or incurred by the Indemnified Grantee arising from or in consequence of the use of the Easement Site under this easement by the Indemnifying Grantee and any of its Authorised Users, including but not limited to:
- (i) damage to the Lot Benefited owned by the relevant Indemnified Grantee, except fair wear and tear;
  - (ii) damage to any property of the relevant Indemnified Grantee or any other person; and
  - (iii) injury to, or the death of, any person on or near the Lot Benefited owned by the relevant Indemnified Grantee,
- except to the extent that such damage, loss, injury or death is caused or contributed to by a negligent act or omission or breach of this Instrument by the Indemnified Grantee, its Authorised Users or their officers, employees, contractors or agents.
- (b) For the avoidance of doubt, the indemnity and release given under clause 7.3(a) is given by each Indemnifying Grantee individually only, and a Grantee is not required to provide the indemnity or release given under clause 7.3(a) in respect of the acts or omissions of any other Grantee.

---

**8 Terms of Easement for Encroaching Structures Variable Width  
Limited in Stratum numbered 4 in the Plan**

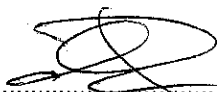
**8.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace Encroaching Structures in the Easement Site.

**8.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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CONVEYANCING ACT 1919**

ePlan  
(Sheet 13 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23/2019**  
**Dated 9.8.19**

- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 8.1.

**8.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**8.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**8.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

---

**9 Terms of Easement for Support number 5 in the Plan**

**9.1 Grant**

- (a) The Grantor grants the Grantee the right to insist that the support of the wall in existence within the Easement Site is maintained for the benefit of the Grantee.
- (b) Subject to clause 9.2, the Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support within the Easement Site.

**9.2 Requirements when exercising rights**

When exercising rights under this easement, the Grantee and its Authorised Users must:

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan  
(Sheet 14 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. **23 /2019**  
**Dated 9.8.19**

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
  - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
  - (ii) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (d) except in an emergency, give the Grantor reasonable notice of its intention to enter the Lot Burdened.

---

**10 Terms of Restriction on use numbered 6 in the Plan**

**10.1 Covenant by Grantor**

The Grantor covenants with the Grantee that it will not undertake any development works on the Lot Burdened resulting in 60% of the total Gross Floor Area of the Loftus Lane Land and Lot 21 in the Plan being used for residential purposes or as 'residential accommodation' as defined in the LEP as at the date of this Instrument without the consent of the Grantee.

**10.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of both the Grantee and the Grantor.

---

**11 Terms of Restriction on use numbered 7 in the Plan**

**11.1 Covenant by Grantor**

The Grantor must not carry out any development (or permit any development to be carried out) on the Lot Burdened which has the effect of increasing the Gross Floor Area of the Lot Burdened.

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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CONVEYANCING ACT 1919**

ePlan

(Sheet 15 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. 23/2019  
Dated 9.8.19

**11.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of the Grantee.

City of Sydney Council by its authorised delegate pursuant to s.377 Local Government Act 1919:



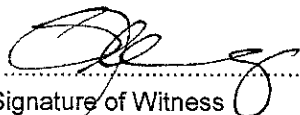
Signature of Delegate

ANDREW REES

Name of Delegate (print)

AREA PLANNING MANAGER

I certify that I am an eligible witness and that the delegate signed in my presence:



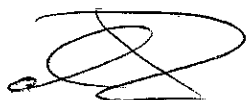
Signature of Witness

STEPHEN FEENEY

Name of Witness (print)

c/- 456 KENT ST, SYDNEY

Address of Witness (print)



Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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ePlan

(Sheet 16 of 16)

Plan: **DP1257872**

Plan of Subdivision of Lot 1 DP87960 and  
easement for support within Lot 501 DP 709624  
covered by Subdivision Certificate No. 23/2019  
Dated 9.8.19

SIGNED by KENT STREET PTY LTD  
as attorney for under power of attorney  
registered book 4746 NO in the  
presence of: 35

(ACN 006 794 654)

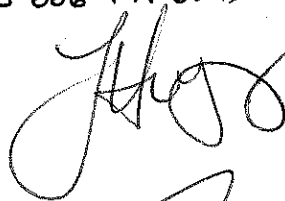
Signature of witness

ASHLEY  
RETHEMEIER

Name of witness (block letters)

Address of witness:

Level 18, 33 Alfred St  
Sydney NSW 2000



JUSTINE ANNE  
HUGHES



OLIVER JAMES  
STILES

By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney

EXECUTED BY

The Collipoli Memorial Club Ltd  
ACN 001 038 740  
in accordance with Section 127  
of the Corporations Act



Signature of Director

TOM DOMINIC BROGAN

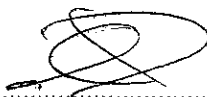
Name



Signature of Director/Secretary

EDWARD JARRYL COOK

Name



Council Authorised Delegate

REGISTERED



14.11.2019



ON SOUTH BL.  
CUSTOM HOUSE LANE  
ON W KL YOUNG ST  
(DP196090)

ON SOUTH BL.  
CUSTOM HOUSE LANE  
ON W KL YOUNG ST  
(DP196090)

ON SOUTH BL.  
CUSTOM HOUSE LANE  
ON W KL YOUNG ST  
(DP196090)

YOUNG

(X) DENOTES ROAD LIMITED IN STRATUM (WIDE 709624)  
(Y) LIMITED IN HEIGHT TO RL 9.51 AND UNLIMITED IN DEPTH  
(Y) DENOTES ROAD LIMITED IN STRATUM (WIDE 583502)  
LIMITED IN HEIGHT TO RL 15.515 AND UNLIMITED IN DEPTH

LOTS 34 & 35 ARE STRATUM LOTS LIMITED IN  
HEIGHT AND DEPTH BY A REGULAR PLANE ON  
AUSTRALIAN HEIGHT DATUM (A.H.D.)

COORDINATE SCHEDULE				
MARK	MGA CO-ORDINATES	CLASS	ORDER	METHOD
PM 100	334, 423.645	B	2	SCMS
PM 50000	334, 412.91	B	2	SCMS
PM 109025	334, 471.569	B	2	SCMS
PM 14716	334, 515.000	B	2	SCMS
PM 14716	334, 462.791	B	2	SCMS
SSM 96246	334, 523.441	B	2	SCMS
DATE OF SCMS COORDINATES: 5-11-18 MGA ZONE: 56 (COMBINED SCALE FACTOR: 0.999933)				

STREET

LANE

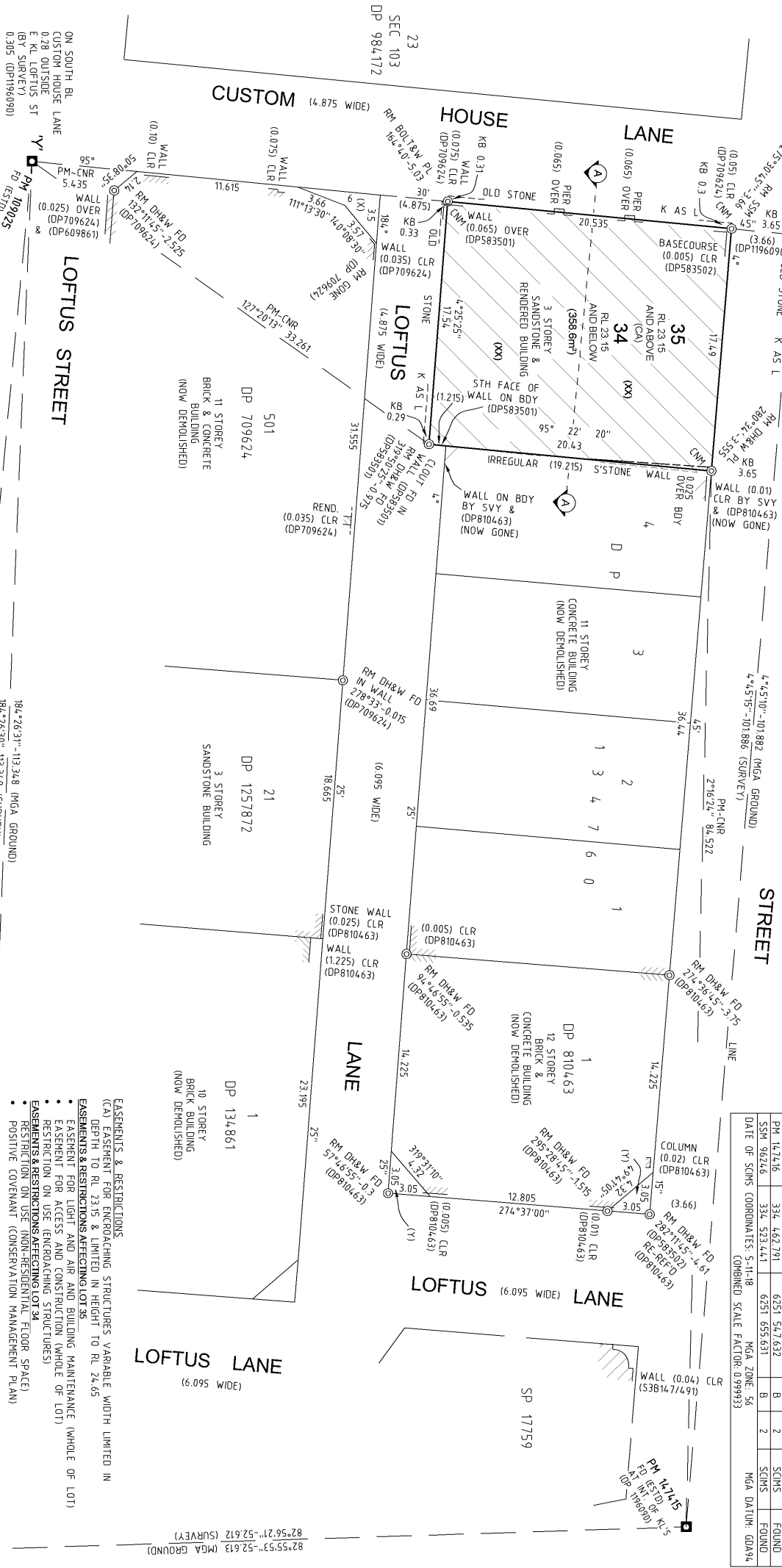
HOUSE

LOFTUS

LANE

LOFTUS LANE

LOFTUS STREET



MARK	AHD VALUE (CLASS)	ORDER	HEIGHT	SCHEDULE	STATE
PM 100	7.716	LB	L2	SCMS ADAPTED	FOUND
PM 50000	8.775	LA	L1	SCMS DATUM VALIDATION	FOUND
DATE OF SCMS AHD VALUES: 5-11-18 HEIGHT DATUM: AHD71					

FROM	TO	HEIGHT DIFFERENCE	SCHEDULE	METHOD
PM 100	PM 50000	-1.059	DIFFERENTIAL LEVELLING	
PM 50000	PM 100		HEIGHT DATUM: AHD71	

PM 100 - PM 14716 92°40'46"-39°19'3" (SURVEY) PM 109025 - SSM 96246 95°30'25"-52°11'6" (MGA GROUND) 95°30'45"-52°12'0" (BY SURVEY)
--

(XX) BENEFITED BY EASEMENT FOR ACCESS & CONSTRUCTION - DP1257872  
CNM - CORNER NOT MARKED INACCESSIBLE

EASEMENTS & RESTRICTIONS  
(CA) EASEMENT FOR ENCRANCHING STRUCTURES VARIABLE WIDTH LIMITED IN  
DEPTH TO RL 23.15 & LIMITED IN HEIGHT TO RL 24.65  
EASEMENTS & RESTRICTIONS AFFECTING LOT 35  
• EASEMENT FOR LIGHT AND AIR AND BUILDING MAINTENANCE (WHOLE OF LOT)  
• EASEMENT FOR ACCESS AND CONSTRUCTION (WHOLE OF LOT)  
• RESTRICTION ON USE (ENCRANCHING STRUCTURES)  
EASEMENTS & RESTRICTIONS AFFECTING LOT 34  
• RESTRICTION ON USE (NON-RESIDENTIAL FLOOR SPACE)  
• POSITIVE COVENANT (CONSERVATION MANAGEMENT PLAN)

SURVEYOR  
Name: ANTHONY PAUL BRUNSILL  
Date of Survey: 10-12-2018  
Surveyor's Reference: 41585 0230P

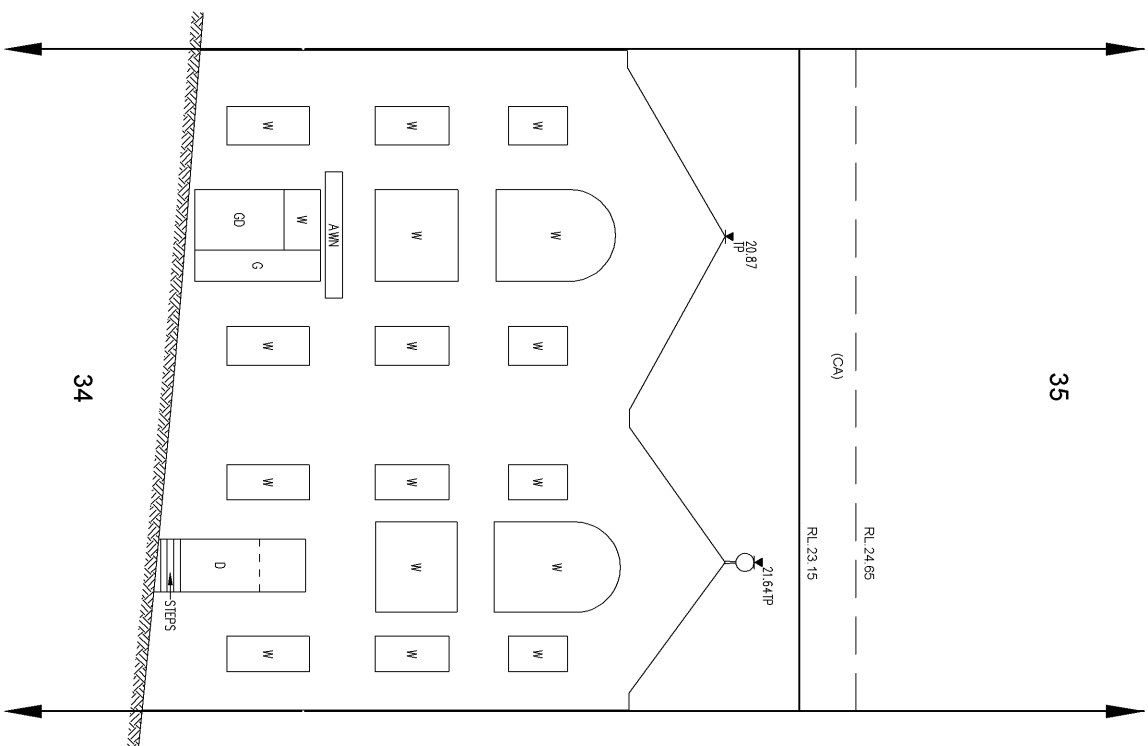
PLAN OF SUBDIVISION OF LOT 1 IN DP 723381 AND  
LOT 1 IN DP 104784

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres



Registered  
14.1.2020  
DP1257956

DP134760



CUSTOMS HOUSE LANE


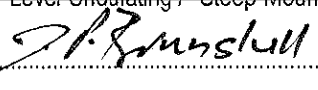
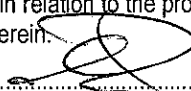
## SECTION A-A

34

## STEPS

DP1257956



<b>PLAN FORM 6 (2018)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of <sup>3</sup> sheet(s)																		
Registered:  <b>14.1.2020</b> Title System: <b>TORRENS</b>	<b>DP1257956</b>																			
<b>PLAN OF SUBDIVISION OF LOT 1 IN DP723381 AND LOT 1 IN DP104784</b>	LGA: SYDNEY Locality: SYDNEY Parish: ST JAMES County: CUMBERLAND																			
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, ANTHONY PAUL BRUNSKILL          of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>10.12.18</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **)          .....          was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X"-"Y"          Type: *Urban/*Rural          The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: <u>17/5/2019</u></p> <p>Surveyor Identification No: 600          Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that is <u>not</u> the subject of the survey.</small></p>	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....          Date: .....          File Number: .....          Office: .....</p> <hr/> <p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <del>MICHAEL SPO</del> <u>ANDREW REES</u>          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:           Accreditation number: .....          Consent Authority: <u>CITY OF SYDNEY</u>          Date of endorsement: <del>7 JUNE 2019</del> <u>4 JULY 2019</u>          Subdivision Certificate number: <u>16/2019</u>          File number: <u>5/2019/24</u></p> <p><small>*Strike through if inapplicable.</small></p>																			
<p>Plans used in the preparation of survey/compilation.</p> <table style="width:100%;"> <tr> <td>DP87960</td> <td>S3B147/491</td> <td>DP1196090</td> </tr> <tr> <td>DP104784</td> <td>CCS FB 815/23</td> <td>DP723381</td> </tr> <tr> <td>DP134760</td> <td>DP880153</td> <td>DP614377</td> </tr> <tr> <td>DP134861</td> <td>DP583501</td> <td>DP566827</td> </tr> <tr> <td>DP709624</td> <td>DP583502</td> <td></td> </tr> <tr> <td>DP810463</td> <td>DP609861</td> <td></td> </tr> </table>	DP87960	S3B147/491	DP1196090	DP104784	CCS FB 815/23	DP723381	DP134760	DP880153	DP614377	DP134861	DP583501	DP566827	DP709624	DP583502		DP810463	DP609861		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
DP87960	S3B147/491	DP1196090																		
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Surveyor's Reference: 41595 023DP <b>[PPN DP1257956]</b>	Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>																			

Office Use Only

DP1257956

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

- 1 EASEMENT FOR LIGHT AND AIR AND BUILDING MAINTENANCE (WHOLE OF LOT)  
2 EASEMENT FOR ACCESS AND CONSTRUCTION (WHOLE OF LOT)  
3 EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH LIMITED IN STRATUM (CA)  
4 RESTRICTION ON USE (ENCROACHING STRUCTURES)  
5 RESTRICTION ON USE (NON-RESIDENTIAL FLOOR SPACE)  
6 POSITIVE COVENANT (CONSERVATION MANAGEMENT PLAN)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
34	5-7	YOUNG	STREET	SYDNEY
35	NOT APPLICABLE			


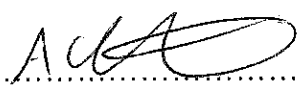

THE DEFINITION OF THE ALIGNMENT  
YOUNG ST, LOTUS LN  
OF AND CUSTOMS HOUSE LN  
TO THE EXTENT SHOWN HEREON IS  
SATISFACTORY TO THE COUNCIL OF  
THE CITY OF SYDNEY.

06/06/2019

Principal Surveyor

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41595 023DP

<b>PLAN FORM 6A (2017)      DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 3 of <del>4</del> <sup>3</sup> sheet(s)	
<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; margin-bottom: 10px;"> 14.1.2020</div> <b>Registered:</b> <b>PLAN OF SUBDIVISION OF LOT 1 IN DP723381 AND LOT 1 IN DP104784</b>	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: 2em; margin: 20px 0;"><b>DP1257956</b></div> <div style="font-size: small;">This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><div>Subdivision Certificate number: <u>16 / 2019</u></div><div>Date of Endorsement: <u>4 JULY 2019</u></div></div><div style="width: 5%; text-align: center;">)</div></div>	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p><b>EXECUTED</b> by ) KENT STREET PTY LIMITED ) ACN 006 794 654 ) by its Attorney who certifies that he/she has ) not received notice of any revocation of the ) Power of Attorney dated <del>29<sup>th</sup></del><sup>18<sup>th</sup></sup> June 2018 with ) registered Book 4746 and No. 35 in the ) presence of: )</p><div style="margin-top: 40px;"> ..... Signature of witness</div><div style="margin-top: 40px;">Name of witness (BLOCK LETTERS) ASHLEY RETHEMEIER DOC. PROCESSING OFFICER LEVEL 18, 33 ALFRED ST SYDNEY, NSW, 2000 ..... Address of witness</div></div><div style="width: 5%; text-align: center;">)</div><div style="width: 45%;"><div style="margin-top: 40px;"> ..... Signature of Attorney</div><div style="margin-top: 40px;">Name of Attorney (BLOCK LETTERS) <b>GREGORY JOHN PADDISON</b> .....</div></div></div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 41595 023DP	

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE  
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan

(Sheet 1 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 dt- 4/7/19

Full name and address  
of the owner of the Land:

Kent Street Pty Limited ACN 006 794 654  
Level 21, 33 Alfred Street  
Sydney NSW 2000

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Light and Air and Building Maintenance (Whole of Lot)	35	34
2	Easement for Access and Construction (Whole of Lot)	35	501/709624  1/134861  1-4/134860 (A/C 11987-71) 1/810463  34
3	Easement for Encroaching Structures variable width limited in stratum (CA)	35	34



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE  
 OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919**

ePlan  
 (Sheet 2 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
 DP104784 covered by Subdivision Certificate  
 No. 16/2019 dt- 4/7/19

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Restriction on Use (Encroaching Structures)	35	501/709624  1/134861  1-4/134860 (A/C 11987-71) 1/810463  34
5	Restriction on Use (Non-Residential Floor Space)	34	Council CITY OF SYDNEY COUNCIL
6	Positive Covenant (Conservation Management Plan)	34	Council CITY OF SYDNEY COUNCIL



.....  
 Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan  
(Sheet 3 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/-4/7/19

**PART 2 - TERMS**

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**1 Interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this Instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation the tenants, lessees, sub-lessees, employees, agents, servants, contractors, workmen, licensees and invitees of the Grantee.

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

**Building** means a building on the Lot Burdened.

**Council** means the City of Sydney Council and its successors.

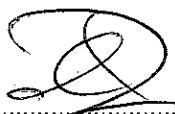
**Conservation Management Plan** means the conservation management plan prepared by Urbis dated June 2017 or any replacement conservation management plan which applies to the Lot Burdened and has been approved by the Grantee.

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Development Consent** means the consent, as modified from time to time under section 96 of the Act, granted to the development application D/2013/1942 and lodged with Council and each Stage 2 Development Consent.

**Easement Site** means in relation to an easement, positive covenant and restriction on use in this instrument the site of an easement, positive covenant and restriction on use identified on the Plan.

**Encroaching Structures** means antennas, flag poles, satellite dishes, telecommunications equipment, and any item permitted to be erected within any applicable Sun Access Plane in accordance with the provisions of the LEP.



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Council Authorised Delegate

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SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan  
(Sheet 4 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
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**EP&A Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended).

**Government Agency** means any governmental, semi or local government, statutory, public or other authority.

**Grantee** means:

- (a) the Owner of a Lot Benefited; and
- (b) an Authority benefited.

**Grantor** means the Owner of a Lot Burdened.

**Gross Floor Area** has the meaning given in the LEP as at the date of this Instrument.

**Improvements** means all structures, improvements, fixtures and equipment constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings constructed).

**Indemnified Grantee** has the meaning given in clause 6.3(a).

**Indemnifying Grantee** has the meaning given in clause 6.3(a).

**Instrument** means this instrument under section 88B of the Act and includes the Plan.

**Lanes Development Floor Space** means 'lanes development floor space' within the meaning of the LEP, as amended by the LEP Amendment.

**LEP** means *Sydney Local Environmental Plan 2012*.

**Loftus Lane Land** means the land contained in folio identifiers 1-4 DP134760, Lot 1 DP810463, Lot 1 DP 87960 Lot 501 DP709624 and Lot 1 DP134861 (as subdivided from time to time).

**Long Term Lease** means a lease for a term of greater than 50 years when it was granted.

**Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this Instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this Instrument.

**Occupier** means each lessee or licensee from time to time (including each subordinate lessee or licensee).



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Council Authorised Delegate

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ePlan  
(Sheet 5 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/- 4/7/19

**Owner** means:

- (a) if a lot has been subdivided by Strata Plan, the relevant Owners Corporation; or
- (b) if a Long Term Lease has been granted in respect of the lot, the holder of that Long Term Lease; or
- (c) if a Long Term Lease has not been granted in respect of the lot, the owner of the freehold of the lot.

**Plan** means the plan of subdivision to which this Instrument relates.

**Public Road** has the meaning given to that term in the *Roads Act 1993 (NSW)*.

**Stage 2 Development Application** means each subsequent detailed development application or applications lodged for a part of the Lot Burdened under section 83B (1) of the EP&A Act pursuant to the Development Consent.

**Stage 2 Development Consent** means each development consent granted to development application D/2015/930 as may be modified from time to time.

**1.2 References to certain terms**

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(grammatical forms)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (e) **(clauses, paragraphs and schedules)** "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this Instrument; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; and



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Council Authorised Delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan  
(Sheet 6 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/- 4/7/19

- (g) **(jointly and individually)** an agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of, them jointly and severally, but where there is more than one Grantee, an obligation of a Grantee binds that Grantee individually only; and
- (h) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.3 Headings**

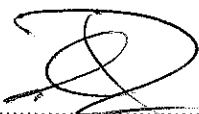
Headings do not affect the interpretation of this instrument.

**1.4 Positive covenants and maintenance requirements**

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

**1.5 Severability**

If a provision of an easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that easement and the remaining provisions of that easement have full force and effect.



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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ePlan

(Sheet 7 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/- 4/7/19

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**2 Easements are covenants and agreements between Grantees and Grantors**

**2.1 Run with Land**

The conditions, covenants and restrictions, including in this clause, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

**2.2 Ancillary Rights**

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligation reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any Occupier of the Lot Burdened.

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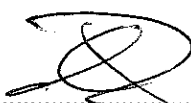
**3 Complying with this Instrument**

**3.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument, except where the contrary intention is expressed.

**3.2 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this Instrument.

  
.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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ePlan  
(Sheet 8 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
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No. 16/2019 d/-4/7/19

**3.3 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this Instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under the Instrument.

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**4 Release and indemnity**

**4.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument.

**4.2 Release**

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this easement unless the loss is caused by the wilful acts or omissions or negligence of the Grantor.

**4.3 Indemnity**

The Grantee agrees to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the use of the Easement Site by the Grantee and any of its Authorised Users, including but not limited to:

- (a) damage to the Lot Burdened, except fair wear and tear;
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on or near the Lot Burdened.

**4.4 Reduction of indemnity**

The Grantee's indemnity to the Grantor under clause 4.3 ("Indemnity") will be reduced proportionately to the extent that the damage, expense, loss or liability arises from an act or omission of the Grantor or its officers, employees, contractors or agents.



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Council Authorised Delegate

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ePlan  
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Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
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No. 16/2019 d/- 4/7/19

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**5 Terms of easement for Light and Air and Building  
Maintenance (Whole of Lot) numbered 1 in the Plan**

**5.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to:

- (a) the uninterrupted transmission and enjoyment of light over and across the Lot Burdened; and
- (b) the uninterrupted intake and emission of air through the Lot Burdened; and
- (c) enter, pass and repass over, at all times, and remain on the Easement Site for the purpose of cleaning external windows of and maintaining any structure on the Lot Benefited and to do anything reasonably necessary for that purpose, including taking anything onto the Lot Burdened reasonably necessary to exercise the right granted under this easement, including but not limited to transporting and using a lift, cleaning platform or building maintenance unit through and within the Easement Site.

**5.2 Requirements when exercising rights**

When they exercise their rights under this easement for the purposes of carrying out building maintenance to the Lot Benefited, the Grantee must:

- (a) take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened and any Occupier and contents of the Lot Burdened; and
- (b) make good any collateral damage as soon as reasonably possible.

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**6 Terms of Easement for Access and Construction (Whole of  
Lot) numbered 2 in the Plan**

**6.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users the right to:

- (a) enter the Lot Burdened; and
- (b) oversail the Lot Burdened with cranes and other construction equipment and materials; and



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Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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ePlan  
(Sheet 10 of 14)

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Plan of Subdivision of Lot 1 DP723381 and Lot 1  
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- (c) pass over and remain on the Lot Burdened with vehicles and with or without materials, tools and equipment; and
- (d) erect cranes, scaffolding or hoardings with the Lot Burdened; and
- (e) make noise, create dust and cause disturbance to the Owner and any Occupier of the Lot Burdened,

for the period reasonably necessary to enable the Grantee to carry out demolition and construction works in connection with any development or redevelopment of the Lot Benefited or any adjacent lot.

**6.2 Requirements when exercising rights**

In exercising any rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any damage caused by or in connection with the exercise of its rights under this easement as soon as reasonably possible.

**6.3 Indemnity**

- (a) Each Grantee ("**Indemnifying Grantee**") agrees to indemnify each other Grantee (each an "**Indemnified Grantee**") against any liability or loss arising in connection with damage, loss, injury or death suffered or incurred by the Indemnified Grantee arising from or in consequence of the use of the Easement Site under this easement by the Indemnifying Grantee and any of its Authorised Users, including but not limited to:
  - (i) damage to the Lot Benefited owned by the relevant Indemnified Grantee, except fair wear and tear;
  - (ii) damage to any property of the relevant Indemnified Grantee or any other person; and
  - (iii) injury to, or the death of, any person on or near the Lot Benefited owned by the relevant Indemnified Grantee,



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan  
(Sheet 11 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/- 4/7/19

except to the extent that such damage, loss, injury or death is caused or contributed to by a negligent act or omission or breach of this Instrument by the Indemnified Grantee, its Authorised Users or their officers, employees, contractors or agents.

- (b) For the avoidance of doubt, the indemnity and release given under clause 6.3(a) is given by each Indemnifying Grantee individually only, and a Grantee is not required to provide the indemnity or release given under clause 6.3(a) in respect of the acts or omissions of any other Grantee.

---

**7 Terms of Easement for Encroaching Structures Variable Width  
Limited in Stratum numbered 3 in the Plan**

**7.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace Encroaching Structures in the Easement Site.

**7.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 7.1.

**7.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
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LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan  
(Sheet 12 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 dt 4/7/19

- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

**7.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

**7.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

---

**8 Terms of Restriction on Use (Encroaching Structures)  
numbered 4 in the Plan**

**8.1 Covenant by Grantor**

- (a) The Grantor covenants with each Grantee that no Improvements of any kind may be erected or constructed, or remain erected or constructed on the Lot Burdened, except Improvements authorised by the Easement for Encroaching Structures number 3 in the Plan.
- (b) The Grantor covenants with each Grantee that no uses of any kind may be undertaken on the Lot Burdened, except for uses contemplated by the easements, positive covenants and restrictions on use in this Instrument.

**8.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of each Grantee, the Grantor and Council.

---

**9 Terms of Restriction on use (Non-Residential Floor Space)  
numbered 5 in the Plan**

**9.1 Covenant by Grantor**

The Grantor covenants with the Grantee that it will not undertake any development works on the Lot Burdened resulting in 60% of the total Gross Floor Area of the Loftus Lane Land and Lot 34 in the Plan being used for residential purposes or as 'residential accommodation' as defined in the LEP as at the date of this Instrument without the consent of the Grantee.



.....  
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan  
(Sheet 13 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/- 4/7/19

**9.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of both the Grantee and the Grantor.

---

**10 Terms of Positive Covenant (Conservation Management Plan)  
numbered 5 in the Plan**

**10.1 Covenant by Grantor**

The Grantor covenants with the Grantee that it will comply with the Conservation Management Plan which applies to the building known as Hinchcliff House erected on the Lot Burdened.

**10.2 Persons empowered to release, vary or modify the positive covenant**

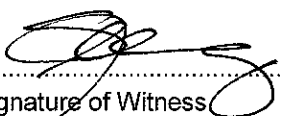
This positive covenant may only be released, varied or modified with the consent of both the Grantor and Grantee.

City of Sydney Council by its authorised delegate pursuant to s.377 Local Government Act 1919:

  
.....  
Signature of Delegate

**ANDREW REES**  
.....  
Name of Delegate (print)  
**AREA PLANNING MANAGER**

I certify that I am an eligible witness and that the delegate signed in my presence:

  
.....  
Signature of Witness

**STEPHEN FEENEY**  
.....  
Name of Witness (print)

**C/- 456 KENT ST SYDNEY**  
.....  
Address of Witness (print)

.....  
~~Council Authorised Delegate~~



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

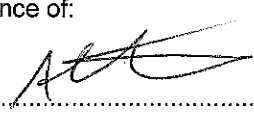
ePlan  
(Sheet 14 of 14)

Plan: **DP1257956**

Plan of Subdivision of Lot 1 DP723381 and Lot 1  
DP104784 covered by Subdivision Certificate  
No. 16/2019 d/- 4/7/19


SIGNED by  
as attorney for under power of attorney  
registered book 35 in the  
presence of:

4746

Signature of witness  .....  
ASHLEY RETHEMEIER  
DOC. PROCESSING OFFICER  
LEVEL 18, 33 ALFRED ST  
Name of witness (block letters) SYDNEY NSW, 2000

  
GREGORY JOHN  
PADDISON

By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney

  
.....  
Council Authorised Delegate

REGISTERED



14.1.2020



DP1258999

LOT 46 & PT 49

(DP 1196090)

LOTS 46-49 INCLUSIVE ARE STRATUM  
LOTS PARTIALLY LIMITED IN HEIGHT AND  
DEPTH BY REGULAR PLANES ON  
AUSTRALIAN HEIGHT DATUM (AHD)

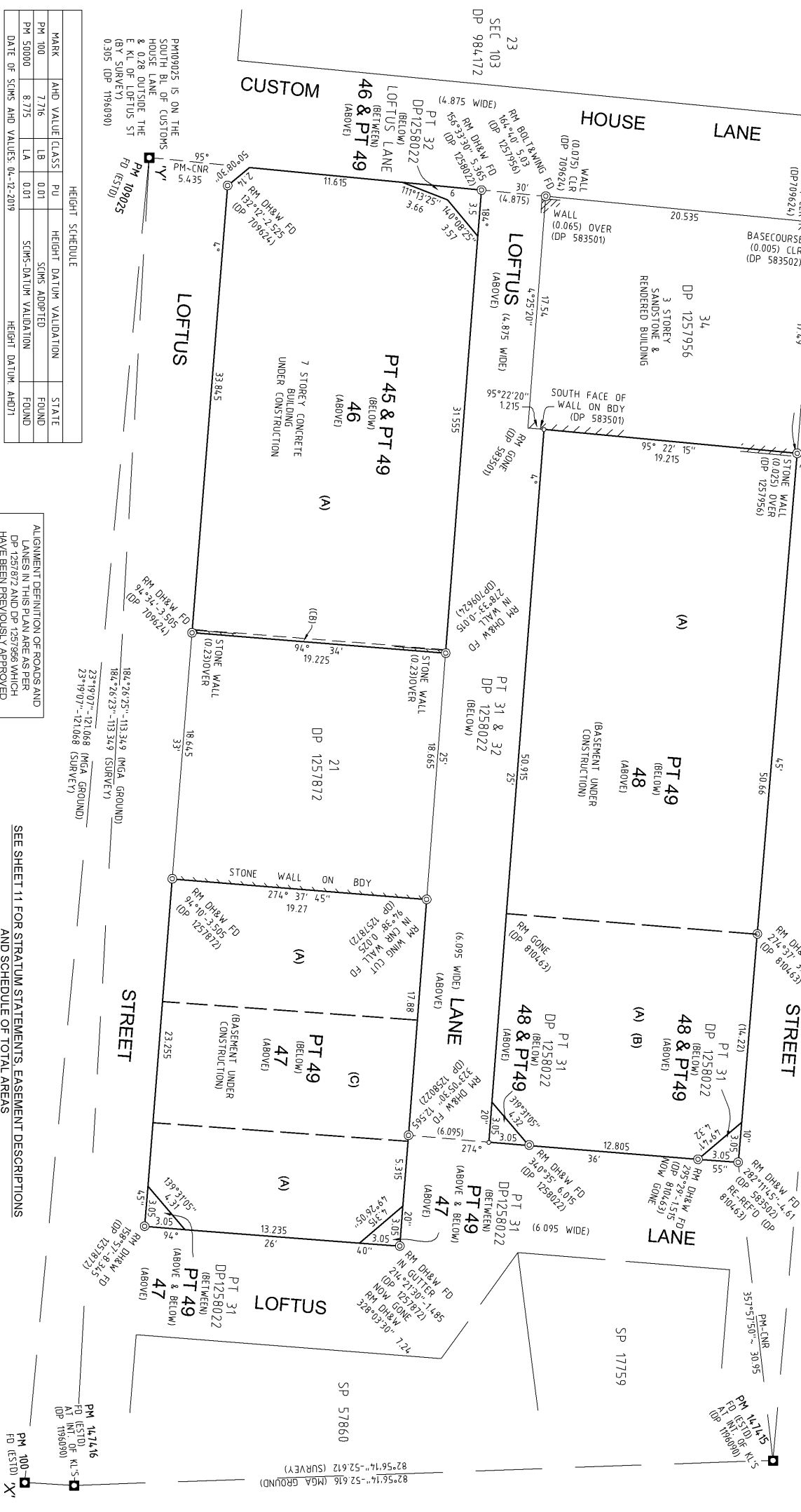
LOCATION PLAN

- (A) RESERVATIONS AND CONDITIONS IN CROWN GRANT(S)  
(B) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)  
(C) LAND EXCLUDES MINERALS (F125582)

PM 100 - PM 14,716  
92,40 30° - 39° 01' (MGA GROUND)  
92,40 34° - 39° 03' (SURVEY)  
PM 109025 - SSM 96246  
95,30 33° - 52° 11' (MGA GROUND)  
95,30 38° - 52° 12' (SURVEY)

COORDINATE SCHEDULE							
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE	
	EASTING	NORTHING					
PM 100	334,424.114	6251,550.891	B	N/A	SCMS	FOUND	
PM 50000	334,413.369	6251,522.927	D	N/A	SCMS	FOUND	
PM 109025	334,412.035	6251,662.063	B	N/A	SCMS	FOUND	
PM 14,715	334,515.473	6251,555.531	B	N/A	SCMS	FOUND	
PM 14,716	334,463.260	6251,549.062	B	N/A	SCMS	FOUND	
SSM 96246	334,523.907	6251,657.060	B	N/A	SCMS	FOUND	

DATE OF SCMS COORDINATES: 04-12-2019 MGA ZONE: 56  
COMBINED SCALE FACTOR: 0.999333 MGA DATUM: GDA2020

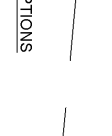


HEIGHT SCHEDULE				
MARK	AND VALUE (CLASS)	PU	HEIGHT DATUM VALIDATION	STATE
PM 100	7.76 LB	0.01	SCMS ADOPTED	FOUND
PM 50000	8.775 LA	0.01	SCMS-DATUM VALIDATION	FOUND
DATE OF SCMS AND VALUES: 04-12-2019				
HEIGHT DATUM: AHD71				

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 100	PM 50000	+1.059	DIFFERENTIAL LEVELLING
PM 50000	PM 100	-1.059	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD71			

ALIGNMENT DEFINITION OF ROADS AND  
LANES IN THIS PLAN ARE AS PER  
DP 1257872 AND DP 1257966 WHICH  
HAVE BEEN PREVIOUSLY APPROVED

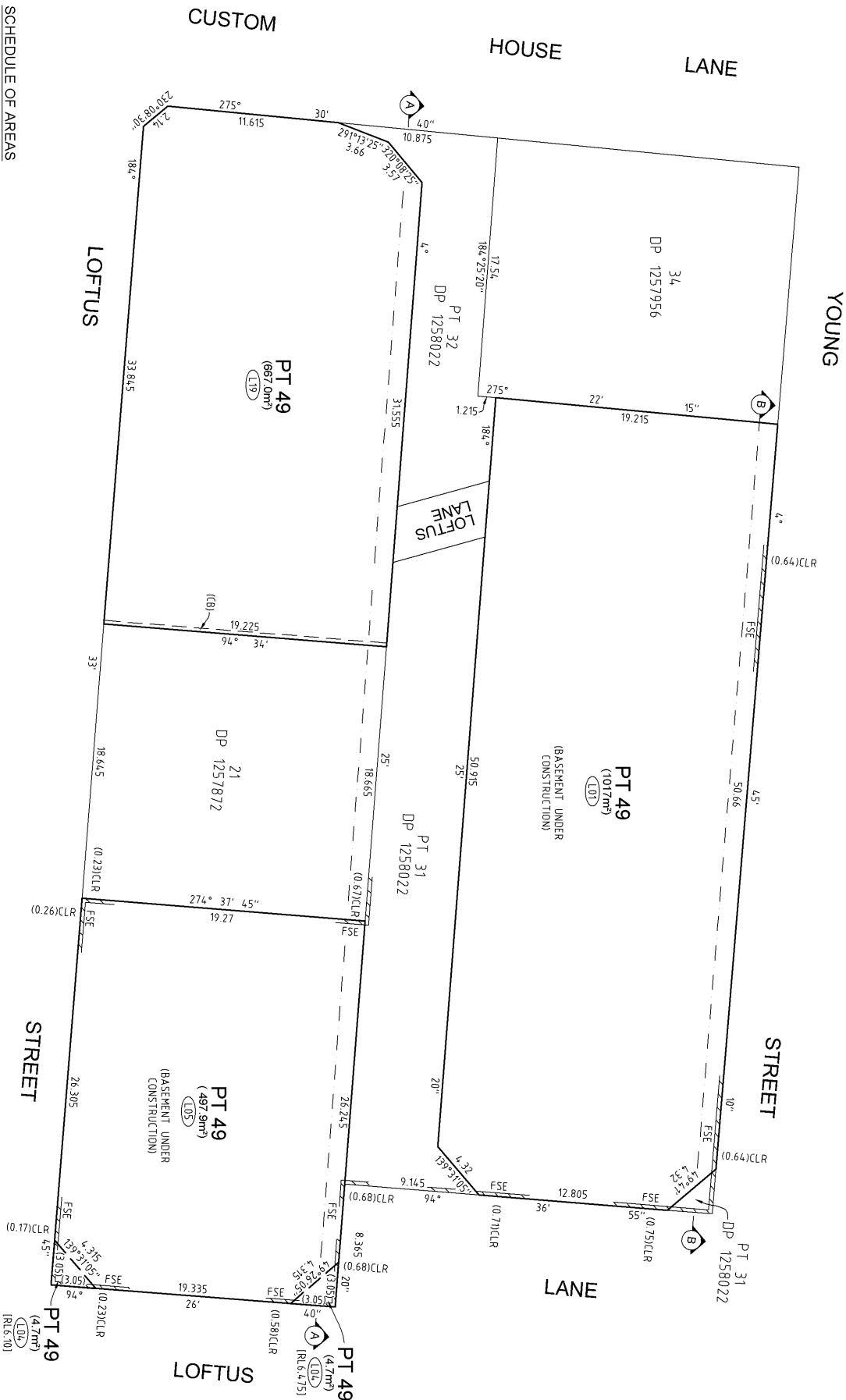
SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS



DP1258999

PM 100 - PM 14,716

BASEMENT 5 AND BELOW



SCHEDULE OF AREAS  
(BASEMENT 5 & BELOW)

LOT	NO. OF PARTS	TOTAL AREA (m²)
45	0	0
46	0	0
47	0	0
48	0	0
49	5	2791.3

NOTES:

FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR

Name: MARQUES DANIEL VICENTE

Date of Survey: 17-03-2020

Surveyor's Reference: 41995 028DP

PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21 DP1257872 AND LOT 34 DP1257956

LGA: SYDNEY

Locality: SYDNEY

Reduction Ratio 1: 200

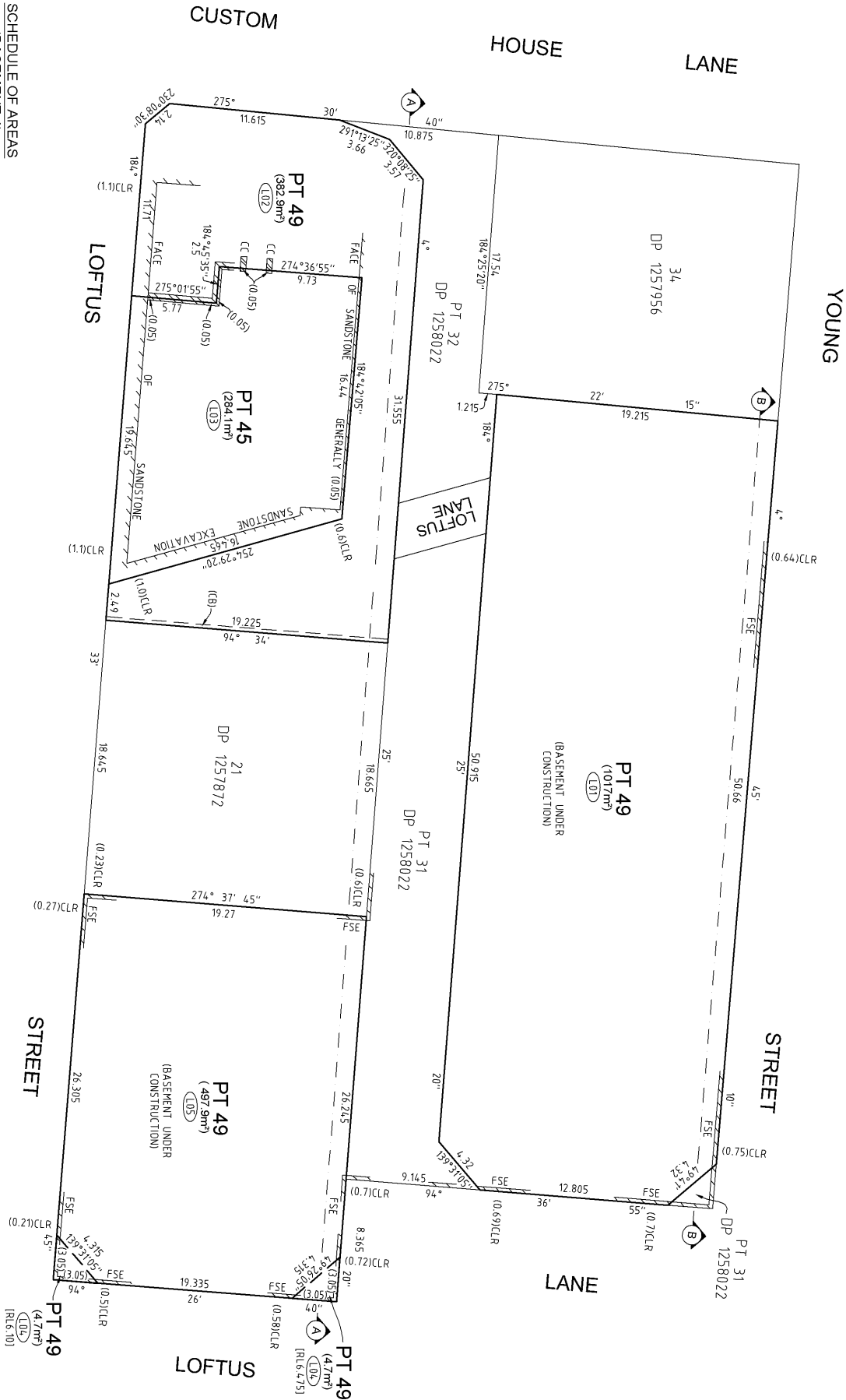
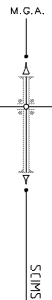
Lengths are in metres

Registered

19/02/2021

DP1258999

BASEMENT 4



SCHEDULE OF AREAS  
(BASEMENT 4)

LOT	NO. OF PARTS	TOTAL AREA (m²)
45	1	284.1
46	0	0
47	0	0
48	0	0
49	5	1907.2

NOTES:

CC ~ DENOTES CONCRETE COLUMN  
FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41995 0280P

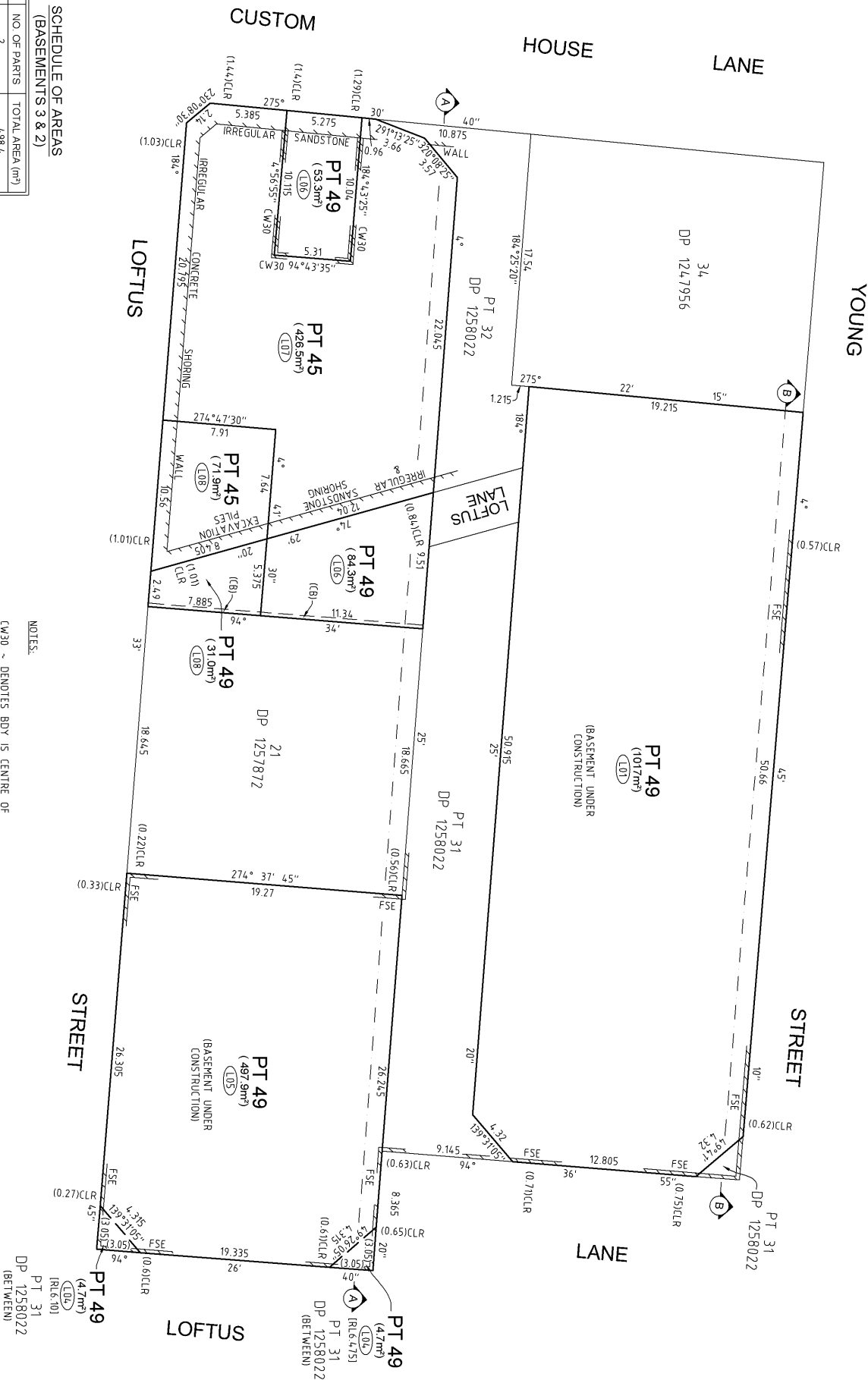
PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1  
DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND  
EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21  
DP1257872 AND LOT 34 DP1257956

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

Registered  
19/02/2021

DP1258999

**BASEMENTS 3 AND 2**



**SCHEDULE OF AREAS  
(BASEMENTS 3 & 2)**

LOT	NO. OF PARTS	TOTAL AREA (m²)
45	2	498.4
46	0	0
47	0	0
48	0	0
49	7	1692.9

**NOTES:**

- CW30 ~ DENOTES BDY IS CENTRE OF 0.3 WIDE CONCRETE WALL.
- FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

**SURVEYOR**  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41995 028DP

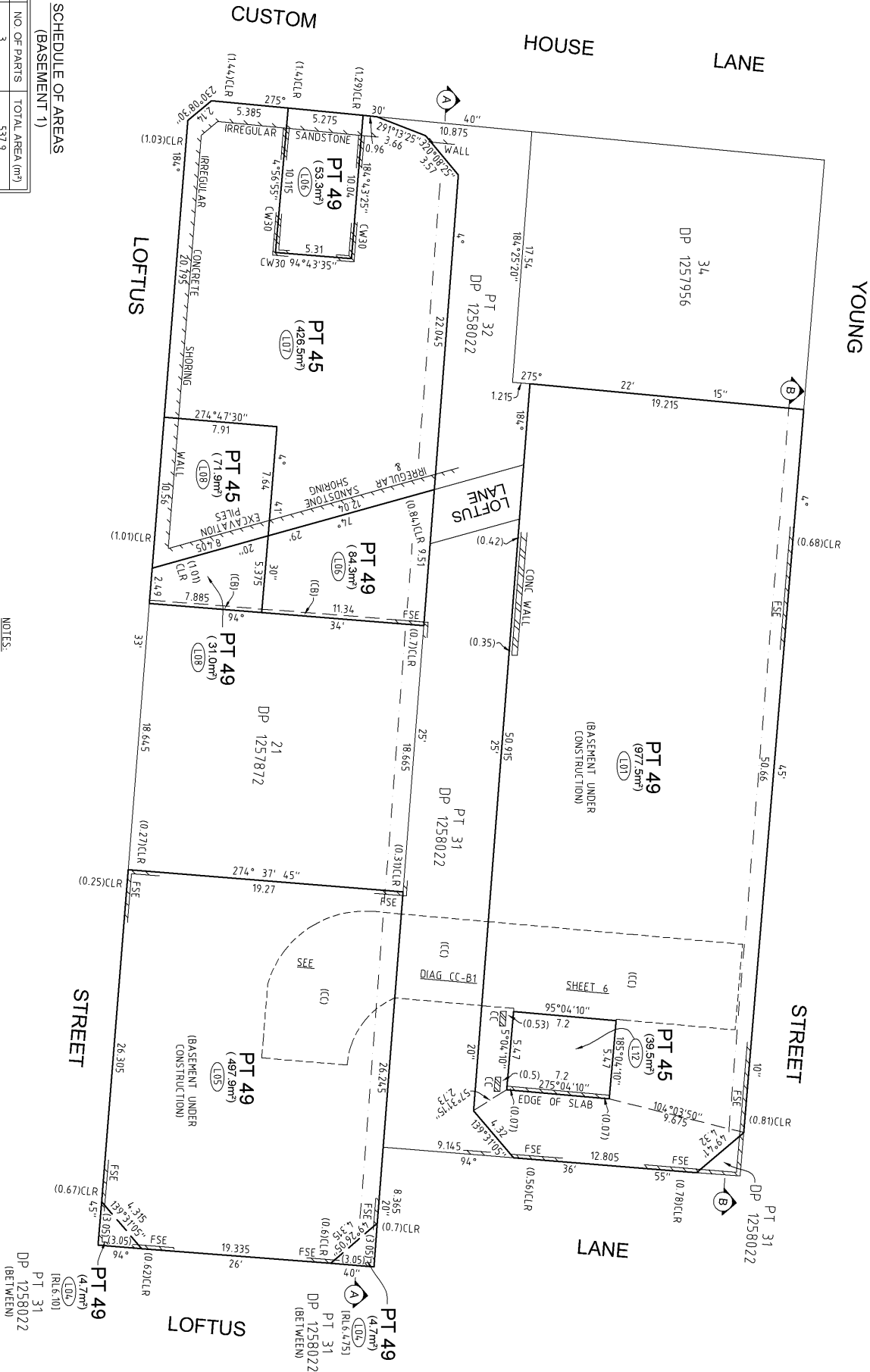
**PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21 DP1257872 AND LOT 34 DP1257956**

**LGA: SYDNEY**  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

19/02/2021

**DP1258999**

BASEMENT 1




SCHEDULE OF AREAS  
(BASEMENT 1)

LOT	NO. OF PARTS	TOTAL AREA (m²)
45	3	537.9
46	0	0
47	0	0
48	0	0
49	7	1653.4

NOTES:

- CW30 ~ DENOTES B.O.Y IS CENTRE OF 0.3 WIDE CONCRETE WALL
- FSE ~ DENOTES FACE OF SANDSTONE EXCAVATION
- CC ~ DENOTES CONCRETE COLUMN

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR	Name: MARQUES DANIEL VICENTE	PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21 DP12576772 AND LOT 34 DP1257956	LGA: SYDNEY Locality: SYDNEY Reduction Ratio 1: 200 Lengths are in metres	 Registered 19/02/2021	DP1258999
	Date of Survey: 17-03-2020 Surveyor's Reference: 41995 028DP				

YOUNG

STREET

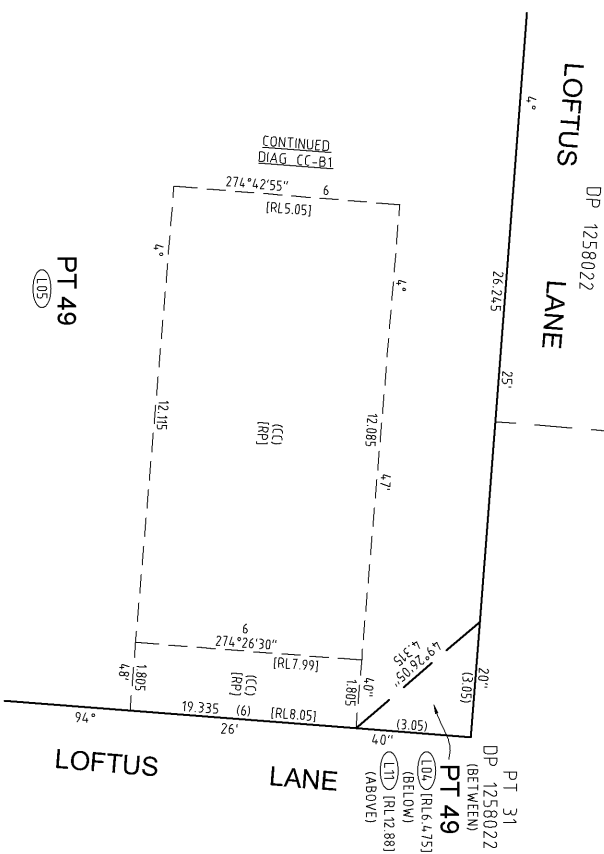
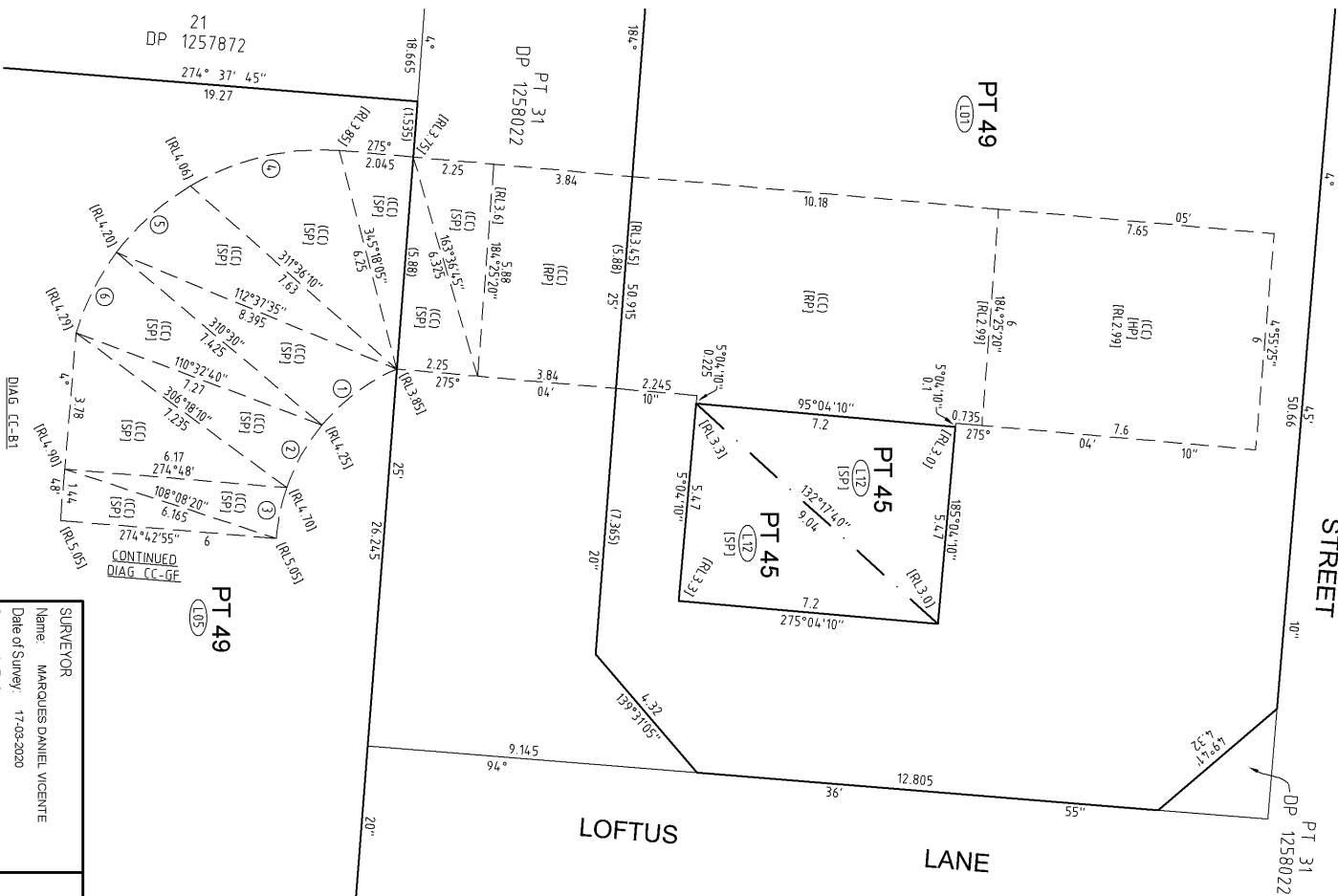
LANE

LOFTUS

LOFTUS

LANE

SCHEDULE OF CURVED LINES				
No.	BEARING	DISTANCE	ARC	RADIUS
1	233°17'25"	2.575	2.6	5.545
2	209°25'55"	1.99	2	5.545
3	191°38'40"	1.44	1.445	5.545
4	76°38'15"	4.235	4.3	7.09
5	228°05'15"	2.75	2.765	7.09
6	206°48'10"	2.49	2.5	7.09



NOTES:

- [HP] ~ DENOTES HORIZONTAL PLANE
- [RP] ~ DENOTES REGULAR SLOPING PLANE
- [SP] ~ DENOTES IRREGULAR SLOPING PLANE

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41985 028DP

PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1  
DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND  
EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21  
DP1257672 AND LOT 34 DP1257956

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:100  
Lengths are in metres

Registered  
19/02/2021

DP1258999

GROUND FLOOR

YOUNG

STREET

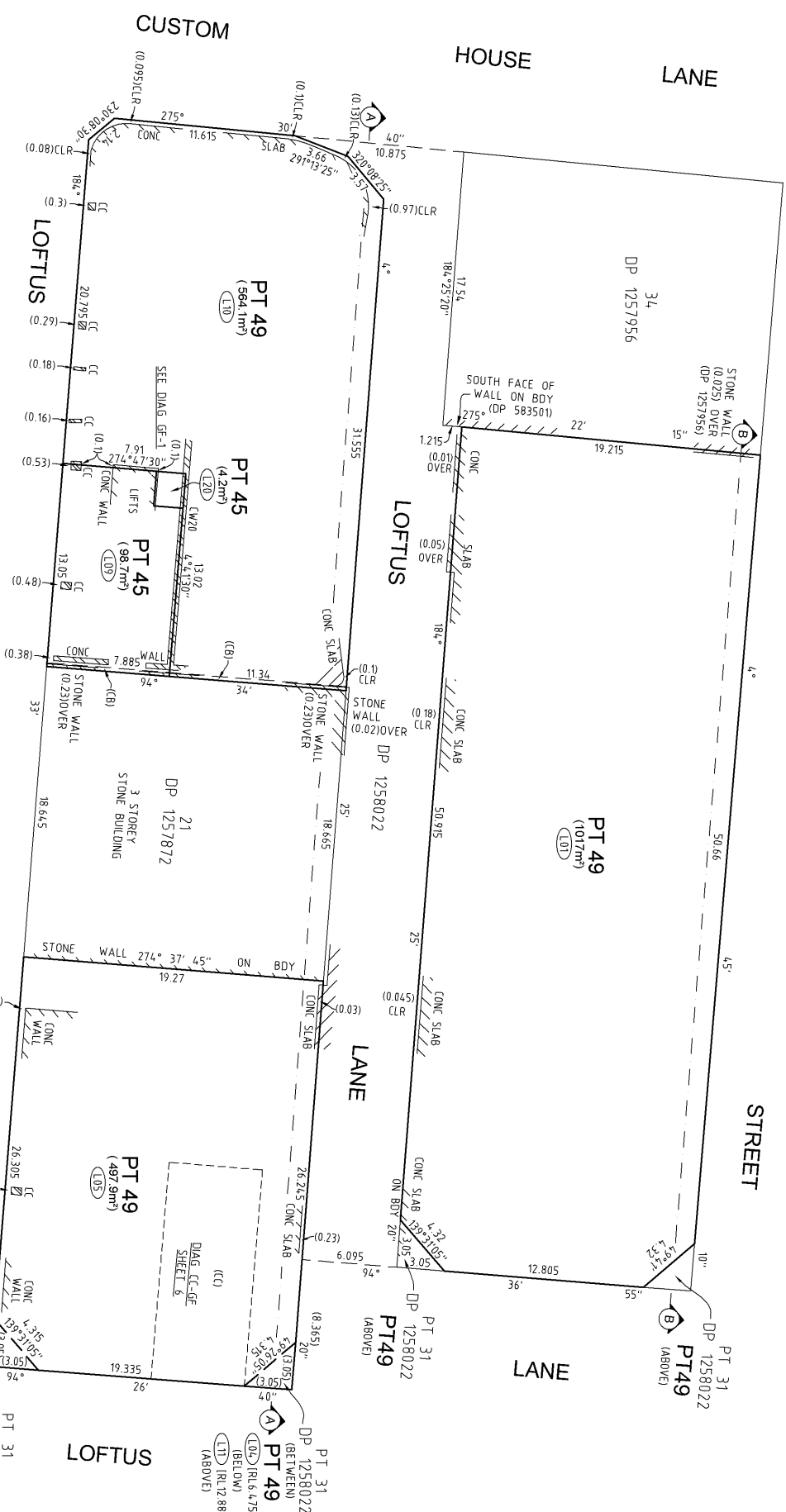
LANE

LANE

CUSTOM

HOUSE

LANE



NOTES:

CC ~ DEMOTES CONCRETE COLUMN  
CW20 ~ DEMOTES BODY IS CENTRE OF  
0.2 WIDE CONCRETE WALL

SCHEDULE OF AREAS  
(GROUND FLOOR)

LOT	NO OF PARTS	TOTAL AREA (m²)
4.5	2	102.9
4.6	0	0
4.7	0	0
4.8	0	0
4.9	3	207.9

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41995 0280P

PLAN OF SUBDIVISION OF LOTS 1-4 DP134780, LOT 1  
DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND  
EASEMENTS OVER LOT 31 & 32 DP1258022 LOT 21  
DP1257872 AND LOT 34 DP1257956

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

Registered  
19/02/2021

DP1258999





LEVELS 1 - 6

YOUNG

LANE

HOUSE

CUSTOM

LOFTUS

LOFTUS

CONC. BUILDING  
UNDER CONSTRUCTION  
PT 49  
(1017m<sup>2</sup>)  
(L01)

STREET

LANE

LANE

STREET

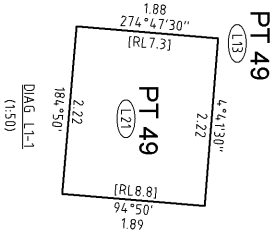
LOFTUS

SCHEDULE OF AREAS  
(LEVELS 1-6)

LOT	NO OF PARTS	TOTAL AREA (m <sup>2</sup> )
4.5	0	0
4.6	0	0
4.7	0	0
4.8	0	0
4.9	9	2208

NOTES:

CC ~ DEMOTES CONCRETE COLUMN



DIAG. L1-1  
(1:50)

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41995 028DP

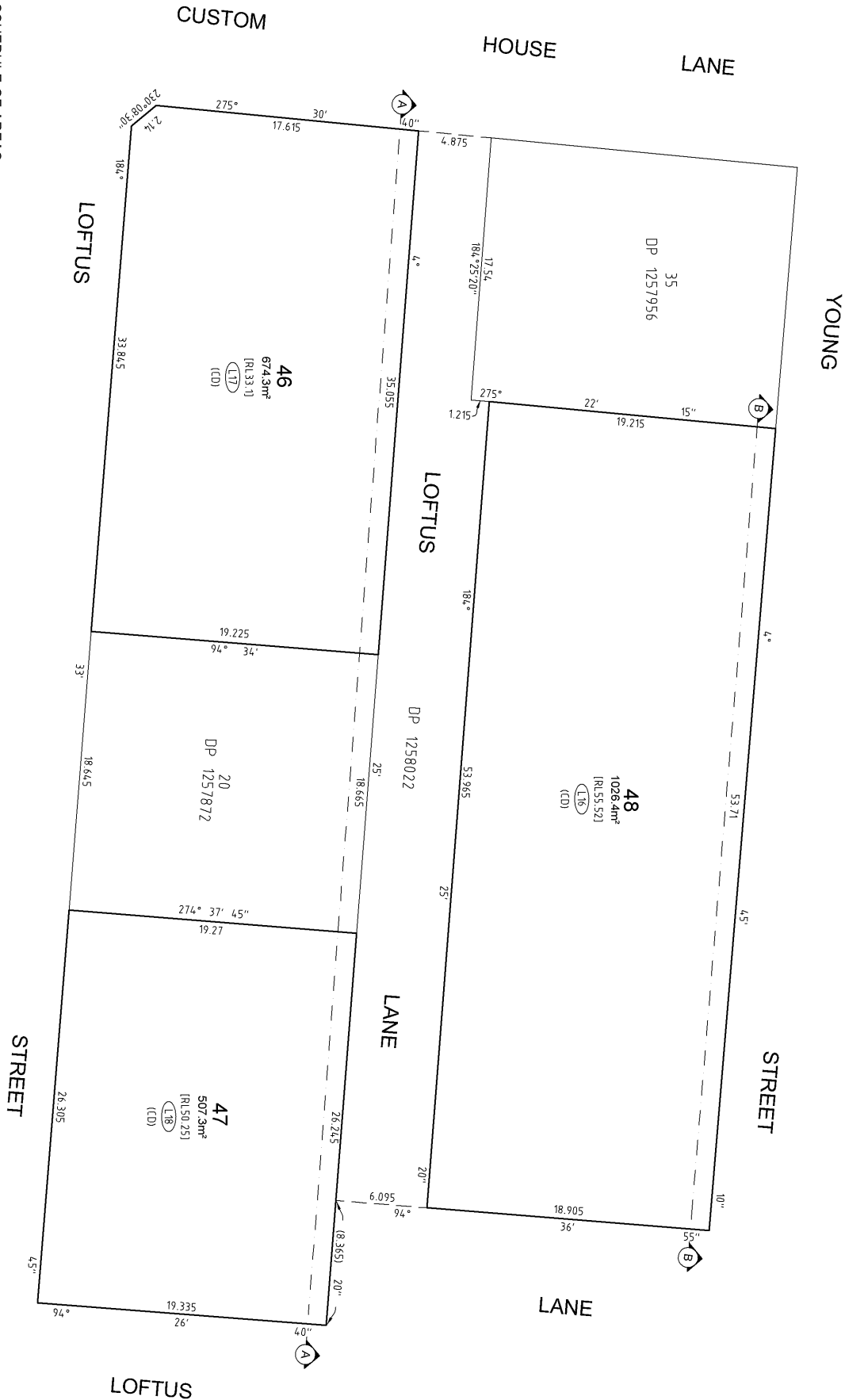
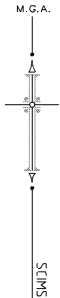
PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1  
DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND  
EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21  
DP1257872 AND LOT 34 DP1257956

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1: 200  
Lengths are in metres

Registered  
19/02/2021

DP1258999

LEVEL ROOF & ABOVE

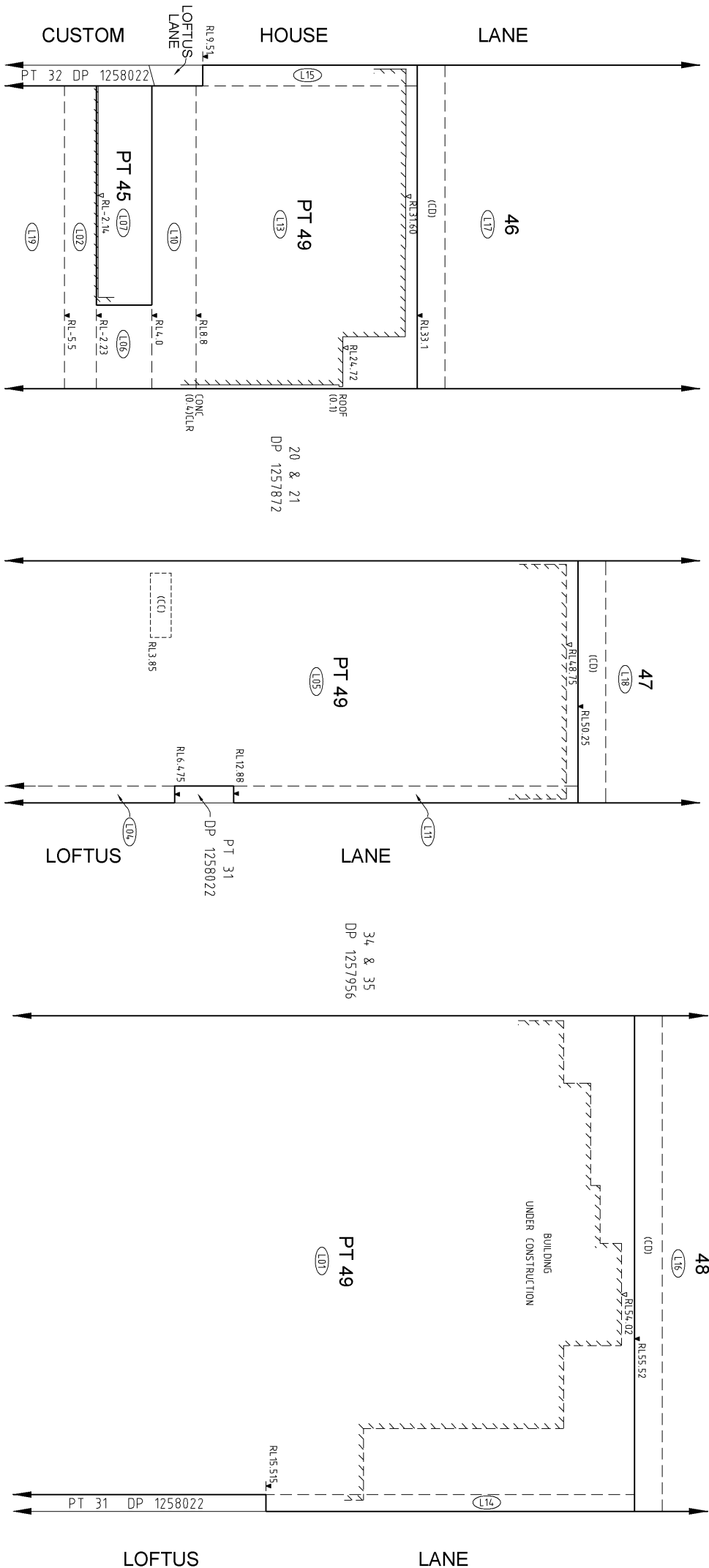


SCHEDULE OF AREAS  
(ROOF & ABOVE)

LOT	NO. OF PARTS	TOTAL AREA (m²)
45	0	0
46	1	674.3
47	1	507.3
48	1	1026.4
49	0	0

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

<b>SURVEYOR</b> Name: MARQUES DANIEL VICENTE Date of Survey: 17-03-2020 Surveyor's Reference: 41995 0280P	<b>PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 &amp; 32 DP1258022, LOT 21 DP1257872 AND LOT 34 DP1257956</b>	<b>LGA: SYDNEY</b> Locality: SYDNEY Reduction Ratio 1: 200 Lengths are in metres	<b>Registered</b> 19/02/2021	<b>DP1258999</b>
--	--	---	---------------------------------	------------------



NOTES:  
▼ DENOTES BOUNDARY LEVEL  
▼ DENOTES STRUCTURE LEVEL

SECTION 'A' - 'A'

SECTION 'B' - 'B'

SEE SHEET 11 FOR STRATUM STATEMENTS, EASEMENT DESCRIPTIONS  
AND SCHEDULE OF TOTAL AREAS

SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41995 0280P

PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1  
DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND  
EASEMENTS OVER LOT 31 & 32 DP1258022 LOT 21  
DP1257872 AND LOT 34 DP1257956

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:  
Lengths are in metres

Registered  
19/02/2021

DP1258999

STRATUM STATEMENTS, EASEMENT DESCRIPTIONS AND SCHEDULE OF TOTAL AREAS

NEW EASEMENTS:

- (EASEMENT FOR ACCESS & CONSTRUCTION (WHOLE OF LOTS) 46,47,48)
- (EASEMENT FOR LIGHT & AIR AND BUILDING MAINTENANCE (WHOLE OF LOTS) 46,47,48)
- (EASEMENT FOR USE OF FIRE STAIRS AND EGRESS (WHOLE OF LOTS) 45,49,31/25/8022)
- (EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS) 45,49,21/25/872,34/25/966)
- (EASEMENT FOR SERVICES (WHOLE OF LOTS) 45,49,21/25/872,34/25/966,31/25/8022,32/25/8022)
- (EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS) 45,49,21/25/872,34/25/966,31/25/8022,32/25/8022)
- (EASEMENT FOR ACCESS (WHOLE OF LOT 45)
- (C) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM
- (LIMITED IN DEPTH TO R.L.S. SHOWN (R.L. ) AND LIMITED IN HEIGHT TO 2.25 ABOVE
- (D) EASEMENT FOR ENCROACHING STRUCTURES TO REMAIN VARIABLE WIDTH LIMITED IN STRATUM
- (LIMITED IN DEPTH TO R.L.S. SHOWN (R.L. ) AND LIMITED IN HEIGHT TO 1.5 ABOVE

EXISTING EASEMENTS:

- (CB) EASEMENT FOR SUPPORT 0.25 WIDE LIMITED IN STRATUM (DP 125/872)

STRATUM NO.	LIMITED IN DEPTH	LIMITED IN HEIGHT	NOTE
L01	UNLIMITED	55.52	
L02	-5.50	-2.23	
L03	-5.50	-2.23	
L04	UNLIMITED	R.L.S. SHOWN	
L05	UNLIMITED	50.25	
L06	-2.23	4.00	
L07	-2.23	4.00	
L08	-2.23	5.00	
L09	5.00	8.80	
L10	4.00	8.80	
L11	R.L.S. SHOWN	50.25	
L12	R.L.S. SHOWN	7.30	
L13	8.80	33.10	
L14	15.575	55.52	
L15	9.51	33.10	
L16	55.52	UNLIMITED	
L17	33.10	UNLIMITED	
L18	50.25	UNLIMITED	
L19	UNLIMITED	-5.50	
L20	5.00	R.L.S. SHOWN	
L21	R.L.S. SHOWN	33.10	

SCHEDULE OF STRATUM STATEMENTS

SCHEDULE OF TOTAL AREAS

LOT	NO OF PARTS	TOTAL AREA (m²)
45	8	14,23.3
46	1	674.3
47	1	507.3
48	1	1026.4
49	36	11731.8


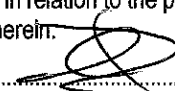
SURVEYOR  
Name: MARQUES DANIEL VICENTE  
Date of Survey: 17-03-2020  
Surveyor's Reference: 41995 028DP

PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 & 32 DP1258022, LOT 21 DP1257872 AND LOT 34 DP1257956

LGA: SYDNEY  
Locality: SYDNEY  
Reduction Ratio 1:  
Lengths are in metres



DP1258999

<b>PLAN FORM 6 (2019)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Registered:  19/02/2021</p> <p>Title System: TORRENS</p> </div> <div style="width: 50%; text-align: center;"> <p>Office Use Only</p> <h1 style="margin: 0;">DP1258999</h1> </div> </div>		<p>Office Use Only</p>
<p><b>PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 &amp; 32 DP1258022, LOT 21 DP1257872 AND LOT 34 DP1257956</b></p>		<p>LGA: SYDNEY</p> <p>Locality: SYDNEY</p> <p>Parish: ST JAMES</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, MARQUES DANIEL VICENTE,          of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>17.3.2020</u>, or</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding **</del>  <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: 'X'-Y' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature: <u>D. Vicente</u> Dated: <u>30.4.20</u></p> <p>Surveyor Identification No: 9043</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ANDREW REES</u>          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>CITY OF SYDNEY</u></p> <p>Date of endorsement: <u>28 SEP 2020</u></p> <p>Subdivision Certificate number: <u>17/2020</u></p> <p>File number: <u>S/2020/11</u></p> <p><small>*Strike through if inapplicable.</small></p>		
<p>Plans used in the preparation of survey/compilation.</p> <p>DP134760 DP134861</p> <p>DP709624 DP1257872</p> <p>DP609861 DP1258022</p> <p>DP583501</p> <p>DP583502</p> <p>DP810463</p>		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 41595 026DP <del>108395-1</del></p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)



19/02/2021

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOTS 1-4 DP134760,  
LOT 1 DP810463, LOT 501 DP709624 AND LOT 1  
DP134861 AND EASEMENTS OVER LOT 31 & 32  
DP1258022, LOT 21 DP1257872 AND LOT 34  
DP1257956

Subdivision Certificate number: ..... 17/2020 .....

Date of Endorsement: ..... 28 SEP 2020 .....

DP1258999

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


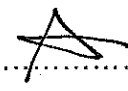
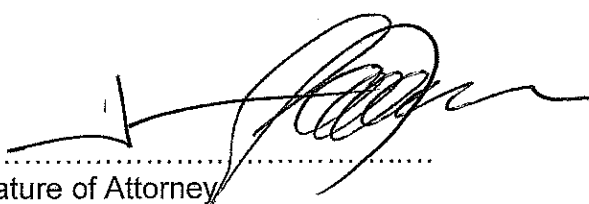
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:




1. EASEMENT FOR ACCESS AND CONSTRUCTION (WHOLE OF LOTS)
2. EASEMENT FOR LIGHT AND AIR AND BUILDING MAINTENANCE (WHOLE OF LOTS)
3. EASEMENT FOR ENCROACHING STRUCTURES TO REMAIN VARIABLE WIDTH LIMITED IN STRATUM (CD)
4. RESTRICTION ON USE (AIR SPACE LOT)
5. RESTRICTION ON USE
6. RESTRICTION ON USE (NON-RESIDENTIAL FLOOR SPACE)
7. RESTRICTION ON USE (LANES DEVELOPMENT)
8. EASEMENT FOR ACCESS VARIABLE WIDTH (VEHICULAR) (CC)
9. EASEMENT FOR USE OF FIRE STAIRS AND EGRESS (WHOLE OF LOT)
10. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
11. EASEMENT FOR SERVICES (WHOLE OF LOT)
12. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOT)
13. EASEMENT FOR ACCESS (WHOLE OF LOT)
14. RESTRICTION ON USE (NON-RESIDENTIAL FLOOR SPACE)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
45	12	LOFTUS	STREET	SYDNEY
46	10A	LOFTUS	STREET	SYDNEY
47	20A	LOFTUS	STREET	SYDNEY
48	9A	YOUNG	STREET	SYDNEY
49	9	YOUNG	STREET	SYDNEY
	2-10	LOFTUS	STREET	SYDNEY
	16-18	LOFTUS	STREET	SYDNEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41595 026DP ~~408395-1~~

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 3    of 4 sheet(s)
<div style="text-align: right; padding-bottom: 10px;">Office Use Only</div> <div style="display: flex; align-items: center; justify-content: space-between;"><div style="flex: 1;"><b>Registered:</b></div><div style="text-align: center;"><b>19/02/2021</b></div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"><b>PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 &amp; 32 DP1258022, LOT 21 DP1257872 AND LOT 34 DP1257956</b></div> <div style="margin-top: 10px;"><b>Subdivision Certificate number:</b> ..... <b>17   2020</b> <b>Date of Endorsement:</b> ..... <b>28 SEP 2020</b></div>	<div style="text-align: right; padding-bottom: 10px;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;">DP1258999</div> <div style="margin-top: 10px;"><small>This sheet is for the provision of the following information as required:</small><ul style="list-style-type: none"><li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul></div>	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p><b>EXECUTED by</b> )</p><p>KENT STREET PTY LIMITED )</p><p>ACN 006 794 654 )</p><p>by its Attorney who certifies that he/she has not ) received notice of any revocation of the Power of ) Attorney dated 18<sup>th</sup> June 2018 with registered ) Book 4746 and No. 35 in the presence of: ) ) ) )</p><div style="text-align: center; margin-top: 20px;"> ..... <b>Signature of witness</b></div><div style="margin-top: 20px;"><b>ASHLEY RETHEMEIER</b> ..... <b>Name of witness (BLOCK LETTERS)</b></div><div style="margin-top: 20px;"><small>ASHLEY RETHEMEIER DOC. PROCESSING OFFICER LEVEL 18, 33 ALFRED ST ..... SYDNEY, NSW, 2000.....</small></div><div style="margin-top: 20px;">..... <b>Address of witness</b></div></div><div style="width: 50%; vertical-align: top;"><div style="text-align: center; margin-top: 10px;"> ..... <b>Signature of Attorney</b></div><div style="display: flex; justify-content: space-around; margin-top: 10px;"><div style="text-align: center;"><small>JOHN CLIFFORD DYNON</small></div><div style="text-align: center;"><small>GREGORY JOHN PADDISON</small></div></div><div style="text-align: center; margin-top: 10px;">..... <b>Name of Attorney (BLOCK LETTERS)</b></div></div></div>		
<small>If space is insufficient use additional annexure sheet</small>		
<b>Surveyor's Reference:</b> 41595 026DP <del>408305_1</del>		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
<div>Office Use Only</div> <div>Registered:  19/02/2021</div> <div>PLAN OF SUBDIVISION OF LOTS 1-4 DP134760, LOT 1 DP810463, LOT 501 DP709624 AND LOT 1 DP134861 AND EASEMENTS OVER LOT 31 &amp; 32 DP1258022, LOT 21 DP1257872 AND LOT <del>31</del> <b>34</b> DP1257956</div> <div>Subdivision Certificate number: <u>17/2020</u> Date of Endorsement: <u>28 SEP 2020</u></div>		<div>Office Use Only</div> <div><b>DP1258999</b></div> <div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<div>Executed on behalf of the City of Sydney by its Authorised Delegate pursuant to Sec 378 of the Local Government Act 1993</div> <div> Name: <u>Kirsten Morris</u> Position: <u>Director, Legal and Governance</u></div> <div>I certify that I am an eligible witness and that the delegate signed in my presence</div> <div> Name: <u>Stephanie Sprott</u> Address: <u>456 Kent Street</u> <u>Sydney NSW 2000</u></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 41595 026DP <u>408305-1</u>		



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
DP810463, Lot 501 DP709624 and Lot 1  
DP134861 and Easements over Lots 31 and 32  
DP1258022, Lot 21 DP1257872 and Lot 34 DP  
1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

**Full name and address  
of the owner of the Land:**

Kent Street Pty Limited ACN 006 794 654  
Level 21, 33 Alfred Street  
Sydney NSW 2000


The Gallipoli Memorial Club Limited  
ACN 001 038 740  
12 Loftus Street  
Sydney NSW 2000

The Council of the City of Sydney  
ABN 22 635 550 790  
Town Hall House, Level 2, 456 Kent Street  
Sydney NSW 2000

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Access and Construction (Whole of Lots)	46, 47, 48	34/1257956, 49, 21/1257872
2	Easement for Light and Air and Building Maintenance (Whole of Lots)	46, 47, 48	34/1257956, 49, 21/1257872
3	Easement for <del>TO REMAIN</del> Encroaching Structures ^ Variable Width Limited in Stratum (CD)	46,47,48	49

  
.....  
Council Authorised Delegate



(Sheet 2 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP1258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Restriction on Use (Air Space Lot)	46,47,48	49, 21/1257872, 34/1257956
5	Restriction on use	45, 49 21/1257872	Council CITY OF SYDNEY
6	Restriction on use (Non-Residential Floor Space)	45	Council CITY OF SYDNEY
7	Restriction on use (Lanes Development)	45	Council CITY OF SYDNEY
8	Easement for Access Variable Width (Limited in Stratum) (CC)	49	45, 31/1258022
		31/1257872 1258022	45,49
9	Easement for Use of Fire Stairs and Egress (Whole of Lot)	49	45, 31/1258022, 32/1258022
		31/1258022	45, 49
		45	31/1258022, 49
10	Easement for Support and Shelter (Whole of Lot)	21/1257872	45,34/1257956, 49, 31/1258022, 32/1258022
		45	34/1257956, 49, 31/1258022,32/1258022,21/1257872
		34/1257956	45, 49, 31/1258022, 21/1257872, 32/1258022
		49	45, 34/1257956, 31/1258022, 32/1258022, 21/1257872



Council Authorised Delegate

(Sheet 3 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP1258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
		31/1258022	45,49,21/1257872,34/1257596,32/1258022
		32/1258022	45,49,21/1257872,31/1258022,34/1257596
11	Easement for Services (Whole of Lot)	21/1257872	45, 34/1257956, 49, 31/1258022,32/1258022
		45	34/1257956, 49, 31/1258022, 21/1257872,32/1258022
		34/1257956	45, 49, 31/1258022, 21/1257872, 32/1258022
		49	45, 34/1257956, 31/1258022, 21/1257872, 32/1258022
		31/1258022	45,34/1257956, 49, 21/1257872, 32/1258022
		32/1258022	45,49, 21/1257872, 31/1258022, 34/1257956 1257956
12	Easement for Access to Shared Facilities (whole of lot)	21/1257872	45, 34/1257956, 49, 31/1258022,32/1258022
		45	34/1257956, 49, 31/1258022, 21/1257872,32/1258022
		34/1257956	45, 49, 31/1258022, 21/1257872,32/1258022
		49	45, 34/1257956, 31/1258022, 21/1257872,32/1258022
		31/1258022	45, 34/1257956, 49, 21/1257872,32/1258022

  
 Council Authorised Delegate

(Sheet 4 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP1258022, Lot 21 DP1257872 and Lot 34 DP 1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
		32/1258022	45, 34/1259756, 49, 21/1257872, 31/1258022
13	Easement for Access (Whole of Lot)	45	21/1257872
14	Restriction On Use (Non-Residential Floor Space)	21/1257872	Council CITY OF SYDNEY



.....  
 Council Authorised Delegate

(Sheet 5 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
DP810463, Lot 501 DP709624 and Lot 1  
DP134861 and Easements over Lots 31  
DP258022, Lot 21 DP1257872 and Lot 34 DP  
1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

## PART 2 - TERMS

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### 1 Interpretation

#### 1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Act** means the *Conveyancing Act 1919* (NSW).

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this Instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation the tenants, lessees, sub-lessees, employees, agents, servants, contractors, workmen, licensees and invitees of the Grantee.

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

**Bridge Street Development Consent** means development consent to development application 2015/929 as may be modified from time to time.

**Building** means a building on the Lot Burdened.

**Building Management Committee** means any building management committee constituted under a Management Statement.

**Building Management Statement** means a building management statement registered according to Division 3B of the Act applying to any of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan) from time to time.

**Council** means the City of Sydney Council and its successors.

**Development** has the same meaning as in the *Environmental Planning & Assessment Act 1979*.

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Development Consents** means the:

- (a) Stage 2 Development Consent; and
- (b) Bridge Street Development Consent.



.....  
Council Authorised Delegate

(Sheet 6 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
DP810463, Lot 501 DP709624 and Lot 1  
DP134861 and Easements over Lots 31  
DP258022, Lot 21 DP1257872 and Lot 34 DP  
1257956 covered by Subdivision Certificate No.  
17/2020 d/- 28/9/20

**Easement Site** means in relation to an easement, positive covenant and restriction on use in this Instrument the site of an easement, positive covenant and restriction on use identified on the Plan.

**Encroaching Structures** means antennas, flag poles, satellite dishes, telecommunications equipment, and any item permitted to be erected within any applicable Sun Access Plane in accordance with the provisions of the LEP.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended).

**Floor Space Ratio** has the same meaning as in the LEP at the date of this Instrument.

**Gallipoli Club Land** means the land comprised in certificate of title folio identifier 21/1257872 known as 12-14 Loftus Street, Sydney NSW.

**Government Agency** means any governmental, semi or local government, statutory, public or other authority.

**Grantee** means:

- (a) the Owner of a Lot Benefited; and
- (b) an Authority benefited.

**Grantor** means the Owner of a Lot Burdened.

**Gross Floor Area** has the meaning given in the LEP as at the date of this Instrument.

**Improvements** means all structures, improvements, fixtures and equipment constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings constructed).

**Indemnified Grantee** has the meaning given in clause 6.3(a).

**Indemnifying Grantee** has the meaning given in clause 6.3(a).

**Instrument** means this Instrument under section 88B of the Act and includes the Plan.

**Lanes Development Floor Space** means 'lanes development floor space' within the meaning of the LEP, as amended by the LEP Amendment.

**LEP** means *Sydney Local Environmental Plan 2012*.

**LEP Amendment** means clause 6.26 of the LEP.



.....  
Council Authorised Delegate

(Sheet 7 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
DP810463, Lot 501 DP709624 and Lot 1  
DP134861 and Easements over Lots 31  
DP258022, Lot 21 DP1257872 and Lot 34 DP  
1257956 covered by Subdivision Certificate No.  
17/2020 d/- 28/9/20

**Long Term Lease** means a lease for a term of greater than 50 years when it was granted.

**Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this Instrument.

**Lot Burdened** means a lot burdened by an easement, positive covenant or restriction in this Instrument.

**Management Statement** means either:

- (a) a Building Management Statement; or
- (b) a Strata Management Statement,

as applicable.

**Occupier** means each lessee or licensee from time to time (including each subordinate lessee or licensee).

**Owner** means:

- (a) if a lot has been subdivided by Strata Plan, the relevant Owners Corporation; or
- (b) if a Long Term Lease has been granted in respect of the lot, the holder of that Long Term Lease; or
- (c) if a Long Term Lease has not been granted in respect of the lot, the owner of the freehold of the lot.

**Owners Corporation** means an owners corporation for a Strata Scheme.

**Plan** means the plan of subdivision to which this Instrument relates.

**Public Road** has the meaning given to that term in the *Roads Act 1993 (NSW)*.

**Services** includes those services defined in section 107 of the Development Act and:

- (a) the supply of water, recycled water, gas, electricity or artificially heated or cooled air; and
- (b) the provision of sewerage, drainage and stormwater; and
- (c) telephone, radio, television or other transmission means; and
- (d) security systems; and



.....  
Council Authorised Delegate

(Sheet 8 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
DP810463, Lot 501 DP709624 and Lot 1  
DP134861 and Easements over Lots 31  
DP258022, Lot 21 DP1257872 and Lot 34 DP  
1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

- (e) kitchen exhaust and grease arrestor systems; and
- (f) plant and plant rooms; and
- (g) fire hydrant and sprinkler systems; and
- (h) irrigation systems; and
- (i) lifts; and
- (j) ventilation (mechanical or otherwise) system; and
- (k) any other facility, supply or transmission,

whether designed for commercial or domestic use and including any wires, ducts, cables, conduit tracks, pipes and rises for that service.

**Shared Facility** has the meaning it has in the Management Statement.

**Stage 1 Development Consent** means development consent to development application D/2013/1942 as may be modified from time to time.

**Stage 2 Development Consent** means each development consent granted to development application D/2015/930 as may be modified from time to time.

**Strata Management Statement** means a strata management statement registered according to Part 6 of the Development Act applying to any of the lots in the Plan (or any lots created upon further subdivision of a lot in the Plan from time to time) and includes a building management statement under section 108 of the Development Act.

**Strata Plan** means a strata plan under the Development Act.

**Strata Scheme** means a strata scheme created on registration of a Strata Plan.

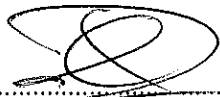
**Sun Access Plane** has the meaning given in section 6.17 of the LEP as at the date of this Instrument.

**Young Street and Loftus Street Land** means the land comprised in lots 45 and 49 in the Plan.

## 1.2 References to certain terms

Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and



.....  
Council Authorised Delegate



(Sheet 9 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP 1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(grammatical forms)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (e) **(clauses, paragraphs and schedules)** "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause respectively of this Instrument; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency; and
- (g) **(jointly and individually)** an agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of, them jointly and severally, but where there is more than one Grantee, an obligation of a Grantee binds that Grantee individually only; and
- (h) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### 1.3 Headings

Headings do not affect the interpretation of this Instrument.

### 1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.



.....  
Council Authorised Delegate

(Sheet 10 of 26)

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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### 1.5 Severability

If a provision of an easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that easement and the remaining provisions of that easement has full force and effect.

---

## 2 Easements are covenants and agreements between Grantees and Grantors

### 2.1 Run with Land

The conditions, covenants and restrictions, including in this clause, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

### 2.2 Ancillary Rights

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligations reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

---

## 3 Complying with this Instrument

### 3.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this Instrument, except where the contrary intention is expressed.



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Council Authorised Delegate

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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
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### **3.2 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this Instrument.

### **3.3 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this Instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the Instrument when they exercise their rights or comply with their obligations under the Instrument.

---

## **4 Effect of the Management Statement**

### **4.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument.

### **4.2 Requirements about making rules**

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or its Authorised User, the rules must be consistent with the easement, covenant or restriction and any Management Statement.

### **4.3 Complying with obligations**

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use its reasonable endeavours to ensure that the person complies with these obligations.

### **4.4 Apportionment of costs**

If a Management Statement regulates the apportionment of costs in relation to an easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.



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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1  
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## **5 Release and indemnity**

### **5.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this Instrument.

### **5.2 Release**

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this easement unless the loss is caused by the wilful acts or omissions or negligence of the Grantor.

### **5.3 Indemnity**

The Grantee agrees to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the use of the Easement Site by the Grantee and any of its Authorised Users, including but not limited to:

- (a) damage to the Lot Burdened, except fair wear and tear;
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on or near the Lot Burdened.

### **5.4 Reduction of indemnity**

The Grantee's indemnity to the Grantor under clause 5.3 ("Indemnity") will be reduced proportionately to the extent that the damage, expense, loss or liability arises from an act or omission of the Grantor or its officers, employees, contractors or agents.

---

## **6 Terms of Easement for Access and Construction (Whole of Lots) numbered 1 in the Plan**

### **6.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users the right to:

- (a) enter the Lot Burdened; and
- (b) oversail the Lot Burdened with cranes and other construction equipment and materials; and

  
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Council Authorised Delegate

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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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- (c) pass over and remain on the Lot Burdened with vehicles and with or without materials, tools and equipment; and
- (d) erect craneage, scaffolding or hoardings with the Lot Burdened; and
- (e) make noise, create dust and cause disturbance to the Owner and any occupier of the Lot Burdened,

for the period reasonably necessary to enable the Grantee to carry out demolition and construction works in connection with any development or redevelopment of the Lot Benefited or any adjacent lot.

## 6.2 Requirements when exercising rights

In exercising any rights under this easement, the Grantee and its Authorised Users must:

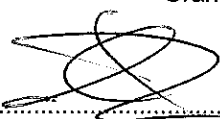
- (a) cause as little inconvenience as is practicable to the Owner and any Occupier of the Lot Burdened; and
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any damage caused by or in connection with the exercise of its rights under this easement as soon as reasonably possible.

## 6.3 Indemnity

- (a) Each Grantee ("**Indemnifying Grantee**") agrees to indemnify each other Grantee (each an "**Indemnified Grantee**") against any liability or loss arising in connection with damage, loss, injury or death suffered or incurred by the Indemnified Grantee arising from or in consequence of the use of the Easement Site under this easement by the Indemnifying Grantee and any of its Authorised Users, including but not limited to:

- (i) damage to the Lot Benefited owned by the relevant Indemnified Grantee, except fair wear and tear;
- (ii) damage to any property of the relevant Indemnified Grantee or any other person; and
- (iii) injury to, or the death of, any person on or near the Lot Benefited owned by the relevant Indemnified Grantee,

except to the extent that such damage, loss, injury or death is caused or contributed to by a negligent act or omission or breach of this Instrument by the Indemnified Grantee, its Authorised Users or their officers, employees, contractors or agents.



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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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- (b) For the avoidance of doubt, the indemnity and release given under clause 6.3(a) is given by each Indemnifying Grantee individually only, and a Grantee is not required to provide the indemnity or release given under clause 6.3(a) in respect of the acts or omissions of any other Grantee.

## **7 Terms of Easement for Light and Air and Building Maintenance (Whole of Lots) numbered 2 in the Plan**

### **7.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to:

- (a) the uninterrupted transmission and enjoyment of light over and across the Lot Burdened; and
- (b) the uninterrupted intake and emission of air through the Lot Burdened; and
- (c) enter, pass and repass over, at all times, and remain on the Easement Site for the purpose of cleaning external windows of and maintaining any structure on the Lot Benefited and to do anything reasonably necessary for that purpose, including taking anything onto the Lot Burdened reasonably necessary to exercise the right granted under this easement, including but not limited to transporting and using a lift, cleaning platform or building maintenance unit through and within the Easement Site.

### **7.2 Requirements when exercising rights**

When they exercise their rights under this easement for the purposes of carrying out building maintenance to the Lot Benefited, the Grantee must:

- (a) take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened and any Occupier and contents of the Lot Burdened; and
- (b) make good any collateral damage as soon as reasonably possible.

## **8 Terms of Easement for Encroaching Structures Variable Width Limited in Stratum numbered 3 in the Plan**

TO REMAIN

### **8.1 Grant of easement**

Subject to the conditions of this easement, the Grantor grants the Grantee the right to construct, install, keep, maintain, repair, inspect and replace Encroaching Structures in the Easement Site.



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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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## **8.2 Rights of the Grantee**

The Grantee and its Authorised Users may do anything reasonably necessary for the purposes of exercising their rights under this easement, including:

- (a) entering the Lot Burdened;
- (b) taking anything onto the Lot Burdened; and
- (c) carrying out work, including inspecting, constructing, repairing, maintaining or renewing any support for an Encroaching Structure referred to in clause 8.1 ("Grant of Easement").

## **8.3 Obligations of the Grantee**

The Grantee and its Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the Occupier of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
- (b) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
- (c) promptly rectify any damage caused to the Lot Burdened while exercising rights or complying with obligations under this easement.

## **8.4 Repairs and maintenance**

The Grantee must keep the Encroaching Structures in good repair and safe condition.

## **8.5 Obligations of the Grantor**

The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

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# **9 Terms of Restriction on Use (Air Space Lot) numbered 4 in the Plan**

## **9.1 Covenant by Grantor**

- (a) The Grantor covenants with each Grantee that no Improvements of any kind may be erected or constructed, or remain erected or constructed on the Lot Burdened, except Improvements authorised by the Easement for Encroaching Structures number 3 in the Plan.

  
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Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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- (b) The Grantor covenants with each Grantee that no uses of any kind may be undertaken on the Lot Burdened, except for uses contemplated by the easements, positive covenants and restrictions on use in this Instrument.

## 9.2 Persons empowered to release, vary or modify the restriction

This restriction may only be released, varied or modified with the consent of each Grantee and the Grantor.

---

## 10 Terms of Restriction on use numbered 5 in the Plan

### 10.1 Restriction terms

The Grantor must not without the consent of Council carry out any Development (or permit any Development to be carried out) on the Lot Burdened which increases:

- (a) the Gross Floor Area; or
- (b) the Gross Floor Area used for any purpose other than those purposes for which additional floor space may be developed under Subdivision 2 of Division 1 of Part 6 of the Sydney Local Environmental Plan 2012 (carparking reduction floor space, end of journey floor space, entertainment and club floor space, lanes development floor space or opportunity site floor space); or
- (c) Floor Space Ratio,

of the Building to an area greater than that approved under the Development Consents without the consent of Council.

### 10.2 Persons empowered to release, vary or modify the restriction


Council is the authority empowered to release, vary or modify this restriction on use.

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## 11 Terms of Restriction on use (Non-Residential Floor Space) numbered 6 in the Plan

### 11.1 Covenant by Grantor

The Grantor covenants with the Grantee that it will not undertake any Development on the Lot Burdened resulting in 60% of the total Gross Floor Area of the Young Street and Loftus Street Land and the Gallipoli Club Land being used for residential purposes or as 'residential accommodation' as defined in the LEP as at the date of this Instrument without the consent of the Grantee.



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Council Authorised Delegate



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Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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**11.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of both the Grantee and the Grantor.

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**12 Terms of Restriction on use (Lanes Development) numbered 7 in the Plan**

**12.1 Covenant by Grantor**

The Grantor covenants with the Grantee that any individual street level premises provided in new and existing Buildings adjoining laneways within the Lot Burdened in accordance with the Stage 1 Development Consent and Stage 2 Development Consent that comprise Lanes Development Floor Space, must not be redeveloped, consolidated or otherwise varied in a way that would cause one or more of the relevant premises to cease to satisfy each of the following criteria, without the prior written consent of the Council:

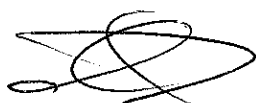
- (a) have a Gross Floor Area of less than or equal to 100 square metres, and
- (b) not have direct access to any other premises in the relevant Building; and
- (c) adjoin, and have direct access to, a lane (being a Public Road with a width of less than 6 metres); and
- (d) have a floor level no more than 5 metres above the existing ground level of the relevant lane (being the lane referred to in clause 12.1(c) above); and
- (e) be used for the purpose of business premises, community facilities, entertainment facilities, food and drink premises, information and education facilities, places of public worship, pubs, indoor recreation facilities, a registered club or retail premises.

**12.2 Persons empowered to release, vary or modify the restriction**

This restriction may only be released, varied or modified with the consent of both the Grantee and the Grantor.

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**13 Terms of Easement for Access Variable Width (Vehicular) Limited in Stratum (GB) numbered 8 in the Plan (CC)**



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Council Authorised Delegate

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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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### 13.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to enter, exit, pass and re-pass by vehicle with a gross tonnage not exceeding 2.5 tonnes TARE weight or height exceeding 2.2 metres, over all driveways and trafficable access ways (existing from time to time) contained within the Easement Site.

### 13.2 Obligations of the Grantee

When exercising its rights under this easement, the Grantee must:

- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;
- (b) comply with access requirements and rules made by the Grantor according to this easement;
- (c) not damage the Lot Burdened or any improvements on it;
- (d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and
- (e) not park or stand a motor vehicle or trailer on any driveway or trafficable access way contained within the Easement Site or obstruct the use of the Lot Burdened.

### 13.3 Access to the Easement Site

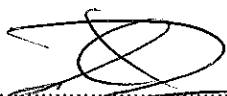
The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security gates or other security devices (including but not limited to proximity access cards and intercom systems) to regulate flow of vehicular and pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gates and other security devices as necessary (at the Grantee's reasonable cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

### 13.4 Making rules

Subject to clause 4.2 ("Requirements about making rules") and the terms of this easement, the Grantor may make reasonable rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

### 13.5 Costs

The Grantor and the Grantee agree that the rights granted under this easement are subject to the Grantee's obligation to contribute to the repair, maintenance and other costs relating to the use of the Easement Site in accordance with the Management Statement.



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### 13.6 Limitation on the Easement Site

Despite any other provision of this clause 13, the rights and obligations of the Grantee and the Grantor under this do not commence in respect of a part of the Easement Site unless and until that part of the Easement Site is the subject of an interim or final occupation certificate under the EP&A Act.

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## 14 Terms of Easement for Use of Fire Stairs and Egress (Whole of Lot) numbered 9 in the Plan

### 14.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right to go, pass and repass across fire stairs within the Lot Burdened (erected from time to time) on foot and without vehicles to and from the Lot Benefited in emergency situations for the purpose of evacuation, or for fire drill exercises from time to time.

### 14.2 Authority requirements

When they exercise their rights under this easement, the Grantee and its Authorised Users must comply with any requirements of a Authority in relation to the use of the fire stairs within the Lot Burdened.

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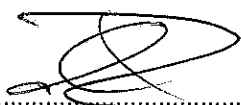
## 15 Terms of Easement for Support and Shelter (Whole of Lot) numbered 10 in the Plan

### 15.1 Grant of easement

An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.

### 15.2 Obligations when exercising rights

The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:



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- (a) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and
- (b) the Grantee must make good any damage caused to the Lot Burdened in the exercise of rights under this easement as soon as reasonably possible; and
- (c) the Grantee and its Authorised Users must comply with the Management Statement in exercising its rights under this easement (including accessing a Lot Burdened and carrying out works on a Lot Burdened); and
- (d) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened in accordance with the terms of the Management Statement.

### 15.3 Effect of a Management Statement

If a Management Statement is registered resulting in the creation of an easement for support and shelter under section 106 of the Development Act and there is an inconsistency between the terms of this easement and the easement created under section 106, then to the extent of that inconsistency, the terms of this easement applies.

### 15.4 Effect of a subdivision

If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 106 of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 106, then to the extent of that inconsistency, the terms of this easement applies.

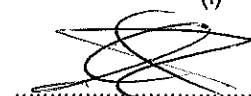
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## 16 Terms of Easement for Services (Whole of Lot) numbered 11 in the Plan

### 16.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) utilise the Services constructed on the Lot Burdened by the Grantor that exist as at the date the occupation certificate issues for the building erected on the Lot Burdened by connecting to these Services; and
- (b) use the Lot Burdened to provide Services to or from the Lot Benefited; and
- (c) do anything reasonably necessary for that purpose, including:
  - (i) entering the Lot Burdened; and



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Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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- (ii) taking anything on to the Lot Burdened; and
- (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

## 16.2 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee and Authorised Users must:

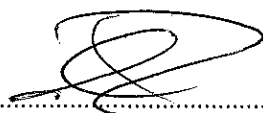
- (a) except in an emergency, give the Grantor or its nominee not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give a Grantor notice of access to the Lot Burdened as soon as practicable; and
- (b) if required by the Grantor, when exercising rights under this easement be accompanied by and comply with the reasonable directions of the Grantor's nominee; and
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (d) except as provided for in clause 16.3 ("Attachments of a minor nature"), not carry out any works to the structure of the building and infrastructure located on the Lot Burdened unless it:
  - (i) obtains the approval of the Grantor to the works proposed to be carried out; and
  - (ii) consults with a structural engineer nominated by the Grantor at the cost of the Grantee; and
- (e) carries out the recommendations of the structural engineer.

## 16.3 Attachments of a minor nature

Clause 16.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities and infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

## 16.4 Obligations when exercising rights

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

  
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Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

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- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the Grantor and any Occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (d) make good any collateral damage; and
- (e) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

#### **16.5 Maintaining Services**

The Grantee must maintain its own Services and if a Service is a Shared Facility under a Management Statement, then the Building Management Committee must maintain the Service in accordance with the Management Statement and the Grantee must contribute to the costs of that Service in accordance with the Management Statement.

#### **16.6 Additional obligations**

The Grantee:

- (a) acknowledges that this easement is being used in common with the Grantor; and
- (b) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time.

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### **17 Terms of Easement for Access to Shared Facilities (Whole of Lot) numbered 12 in the Plan**

#### **17.1 Grant of easement**

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lot Burdened by foot, for the purposes of accessing any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under the Management Statement.

#### **17.2 Obligations when exercising rights**

When they exercise their rights under this easement, the Grantee and its Authorised Users must:



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Council Authorised Delegate

Plan: **DP1258999**

Plan of Subdivision of Lots 1-4 DP134760, Lot 1 DP810463, Lot 501 DP709624 and Lot 1 DP134861 and Easements over Lots 31 DP258022, Lot 21 DP1257872 and Lot 34 DP1257956 covered by Subdivision Certificate No.

17/2020 d/- 28/9/20

- (a) repair damage which they cause to the Lot Burdened; and
- (b) cause as little inconvenience as practicable to a Grantor or an Occupier of the Lot Burdened; and
- (c) comply with the relevant provisions of the Management Statement regarding use, payment and access to Shared Facilities; and
- (d) immediately remove any garbage or recyclable materials spilt on the Easement Site or the Lot Burdened and clean the affected area.

### 17.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under this easement.

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## 18 Terms of Easement for access (Whole of Lot) numbered 13 in the Plan

### 18.1 Grant

Subject to the conditions in this easement, the Grantor grants to the Grantee and its Authorised Users the right to pass and repass over the Lot Burdened:

- (a) on foot; and
- (b) with wheelchairs and other disabled access aids,

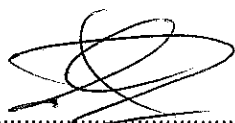
for the purpose of accessing the Lot Benefited through the doorway within the Lot Burdened existing at the date of registration of this Instrument.

### 18.2 Prohibitions

The Grantee and its Authorised Users must not obstruct the use of the Lot Burdened.

### 18.3 Positive Covenant

The Grantee must keep and maintain the doorway within the Lot Burdened at all times.



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Council Authorised Delegate